AGENDA

CITY OF POCATELLO
REGULAR CITY COUNCIL MEETING

FEBRUARY 6, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at https://streaming.pocatello.gov/ and available on Sparklight Cable channel 56

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name and address for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

City Hall is accessible to persons with disabilities. Program access accommodations can be provided with two (2) days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.gov, 208-234-6248, or 5815 South 5th Avenue, Pocatello, Idaho.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion/consideration process.**

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

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1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Pastor Karl Pettit representing First Baptist Church.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Work Session meeting of December 12, 2024; and Clarification and Regular City Council meetings of December 19, 2024, and January 2, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of January 16 -31, 2025.

(c) **TREASURER'S REPORT:** Council may wish to approve the Treasurer's Report for December 2024 showing cash and investments as of December 31, 2024.

(d) **ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENT:** Council may wish to confirm the Mayor's reappointment of Arlen Walker to continue serving as a member of the Animal Shelter Advisory Board. Arlen's term will begin February 18, 2025 and expire February 18, 2027.

(e) **HISTORIC PRESERVATION COMMISSION APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Darryn Davidson to serve as a member of the Historic Preservation Commission, replacing Amy Commendador who resigned. Darryn's term will begin February 7, 2025 and expire November 20, 2026.

(f) **HOUSING ALLIANCE AND COMMUNITY PARTNERSHIPS BOARD APPOINTMENT:** Council may wish to confirm the Mayor's appointment of

Brady Robertson to serve as a member of the Housing Alliance and Community Partnerships Board, replacing Amy Kawahara-Rhoads who resigned. Brady's term will begin February 7, 2025 and expire September 8, 2027.

(g) **HUMAN RELATIONS ADVISORY COMMITTEE APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Andrea Schmutz to serve as a member of the Human Relations Advisory Committee, filling a long-term vacancy. Andrea's term will begin February 7, 2025 and expire October 20, 2027.

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. PUBLIC HEARING – VACATION OF RIGHT OF WAY – BOGEY LANE

This time has been set aside for the Council to hear comments from the public regarding a request by Dykman Construction, represented by HLE (mailing address: 800 West Judicial Street, Blackfoot, ID 83221) to vacate the public's interest of 100 square feet (more or less) at the end of Bogey Lane. Staff recommends approval of vacating the subject Right-of-Way (ROW), with conditions. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

AGENDA-ITEM-6.PDF

7. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT (PUD) APPLICATION – 2806 SOUTH 5TH AVENUE

This time has been set aside for the Council to hear comments from the public regarding a request by Gate City Builders, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) for a Planned Unit Development. The property is located at 2806 South 5th Avenue and consists of four (4) parcels encompassing 5.56 acres (more or less). The request is to allow for lot size averaging to construct eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking. Following a public hearing on January 8, 2025, the Planning and Zoning Commission recommended approval of the application, to be known as Aspen Place Planned Unit Development. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

AGENDA-ITEM-7.PDF

8. PUBLIC HEARING – CITY INITIATED TEXT AMENDMENTS TO TITLE 17: ZONING REGULATIONS

This time has been set aside for the Council to hear comments from the public regarding proposed amendments to Title 17: Zoning Regulations. **(ACTION ITEM)** (Legislative Public Hearing)

Documents:

AGENDA-ITEM-8.PDF

9. PARTIAL REPLAT AMENDMENT REQUEST– IRON EAGLE ESTATES DIVISION 3

Council may wish to approve a request by Dykman Construction, represented by HLE, (mailing address: 800 West Judicial Street, Blackfoot, ID 83221) to amend the current recorded plat known as Iron Eagle Estates Division 3. Staff recommends approval of the amendment with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. FINAL PLAT APPLICATION – STAN'S INDUSTRIAL PARK

Council may wish to approve a final plat application submitted by Sweat Equity Investments, LLC, represented by Dioptra, (mailing address: 4880 Clover Dell Road, Chubbuck, ID 83202) to subdivide 4.93 acres of land (more or less) into ten (10) commercial lots. The property is located in the 6100 Block of South 5th Avenue with a zoning designation of Residential Commercial Professional (RCP). Staff finds that the proposal is in substantial conformance with the preliminary plat application and recommends approval with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-10.PDF

11. GRANT APPLICATION – BLUE CROSS OF IDAHO FOUNDATION FOR HEALTH – 2025 COMMUNITY PROJECT GRANT APPLICATION

Council may wish to approve submission of a grant application for the Blue Cross of Idaho Foundation for Health's 2025 Community Project in the amount of $85,000.00 and, if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The grant would provide funding to conduct a community engagement process, redesign and implementation activities at Alameda Park. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. AIRPORT GRANT AGREEMENTS/RESOLUTIONS

Council may wish to adopt the following resolutions and approve the

following grant agreements and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review:

a) Adopt a resolution, approve an agreement and approve acceptance of a grant from Idaho Transportation Department Division of Aeronautics in the amount of A$15,000.00. Funds will be used for design and construction of a taxilane for hangar development; and

b) Adopt a resolution, approve an agreement and approve acceptance of a grant from Idaho Transportation Department Division of Aeronautics in the amount of $1,000,000.00. Funds will be used for the rehabilitation of Runway 3/21.

There are no local match requirements for the grants. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-12.PDF

13. ANNUAL TRADE AND PURCHASE OF HANDGUNS – POLICE DEPARTMENT

Council may wish to consider the Police Department's recommendation and accept a quote from Salt Lake Wholesale (Blue Label Glock Dealer for Law Enforcement) for the following firearms to be used by members of the Pocatello Police Department: **(ACTION ITEM)**

a) Trade-in 13 old Glock 17's and 7 old Glock 17's MOS guns; and if approved

b) Purchase 20 new Glock 45 MOS handguns.

The Police Department can purchase the new Glock handguns at a discounted rate of $240.75 per gun. Total purchase cost will be $4,815.00. Funds are available in the Police Department's Fiscal Year 2025 budget.

Documents:

AGENDA-ITEM-13.PDF

14. DECLARATION OF SURPLUS PROPERTY – POLICE DEPARTMENT

Council may wish to declare the following Police Department equipment and vehicles as surplus property and approve donation of the items to Idaho State University to be used in the Law Enforcement Program: 8 Ford Crown Victoria vehicles, model years 2008 – 2011; 35 handheld radios without batteries; 44 radio chargers; 9 radio batteries; and 35 radio microphones. Council may also wish to authorize the Mayor's signature on all applicable documents pertaining to the donation in accordance with City policy and subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-14.PDF

15. USE AGREEMENT – POCATELLO HYPE BASEBALL – PARKS AND RECREATION DEPARTMENT

Council may wish to approve a use agreement with Casey Cleaves of Pocatello Hype Baseball, to maintain, schedule and prepare baseball fields at Scardino Park for his teams and others to practice and play games from April 2025 to August 2025, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-15.PDF

16. RESOLUTION – ADA GRIEVANCE COMMITTEE

Council may wish to adopt a Resolution dissolving the ADA Grievance Committee, expressing appreciation to its members for their service, and establishing the City ADA Coordinator's responsibilities. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-16.PDF

17. PROFESSIONAL ARCHITECTURAL SERVICES BID AWARD/CONTRACT – RIVERSIDE GOLF COURSE CLUBHOUSE

Council may wish to accept the recommendations of staff and award a contract for Professional Architectural Services for the design of a new clubhouse at Riverside Golf Course to the highest scoring responsive firm, Booth Architectures, PLLC and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review: Funding for the contract has been reserved in General Fund reserves, per Council direction. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-17.PDF

18. PIGGYBACK BID ACCEPTANCE OF SOURCEWELL CONTRACT FOR CATERPILLAR UTILITY COMPACTOR LEASE – WATER DEPARTMENT

Council may wish to consider piggybacking Sourcewell's competitively bid contract #020223-CAT with Western States Caterpillar, Inc. for a five (5) year lease of one (1) new Caterpillar CB4 Utility Compactor with five (5) annual payments in the amount of approximately $8,464.12 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the lease has been budgeted in the FY2025 Water Department budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-18.PDF

19. CONSTRUCTION MANAGEMENT SERVICES BID AWARD/CONTRACT – RECYCLING CENTER FACILITY AT 3034 GARRETT WAY

Council may wish to accept the recommendations of staff and award a

contract for Construction Management Services for a partial remodel of the recycling center located at 3034 Garrett Way to the highest scoring responsive firm, Construction Services, Inc. and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the contract has been budgeted in the FY2025 Sanitation budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-19.PDF

20. PIGGYBACK BID ACCEPTANCES – SANITATION DEPARTMENT

Council may wish to accept the following piggyback bids for the Sanitation Department and if approved, authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the purchases has been budgeted in the FY2025 Sanitation Department budget. **(ACTION ITEM)**

a) ROLL OFF REFUSE TRUCKS: Piggybacking Sourcewell Contract #032824-PMC via Peterbilt Motors Company for the purchase of two (2) Peterbilt 567s with Galbreath bodies in the amount of $269,671.00 each, for a total expenditure of $539,342.00; and

b) FRONT LOAD REFUSE TRUCKS: Piggybacking Sourcewell Contract #032824-PMC via Peterbilt Motors Company for the purchase of two (2) Peterbilt 520s with Wittke bodies in the amount of $435,962.00 each, for a total expenditure of $871,924.00; and

c) SIDE LOAD REFUSE TRUCK: Piggybacking Sourcewell Contract #032824-PMC via Peterbilt Motors Company for the purchase of one (1) Peterbilt 520 with a Labrie body in the amount of $446,964.00.

Documents:

AGENDA-ITEM-20.PDF

21. PROFESSIONAL SERVICES AGREEMENT FOR PAVEMENT CONDITION SURVEY SERVICES – STREET SERVICES DEPARTMENT

Council may wish to accept the recommendations of staff and award a contract for pavement condition survey services as part of the Street Services pavement maintenance program to IMS Infrastructure Management Services, LP in the amount of $58,795.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the services has been budgeted in the FY2025 Street Services Department budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-21.PDF

22. ROAD WIDENER ATTACHMENT PURCHASE – STREET SERVICES DEPARTMENT

Council may wish to accept the recommendations of staff and approve the purchase of one (1) FHR Series Road Widener Attachment via local dealer Western States Caterpillar in the amount of $64,584.15 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the purchase has been budgeted in the FY2025 Street Services budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-22.PDF

23. PIGGYBACK BID ACCEPTANCES – STREET SERVICES DEPARTMENT

Council may wish to accept the following piggyback bids for the Street Services Department and if approved, authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the purchases has been budgeted in the FY2025 Street Services Department budget. **(ACTION ITEM)**

a) CAT 265 COMPACT TRACK LOADER: Piggybacking Sourcewell Contract #020223-CAT via Western States Caterpillar for the purchase of one (1) 2025 CAT 265 Compact Track Loader in the amount of $96,738.63.; and

b) CAT PM622 COLD PLANER: Piggybacking Sourcewell Contract #020223-CAT via Western States Caterpillar for the purchase of one (1) CAT PM622 Cold Planer for $861,008.92, including a trade-in valued at $70,000.00, for a total expenditure of $791,008.92.

Documents:

AGENDA-ITEM-23.PDF

24. ORDINANCE

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. **(ACTION ITEM)**

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

Ordinance ready for reading:

24) An ordinance amending the zoning designation of 155 Willard Avenue from Commercial General (CG) to Residential Medium Density Single-Family

(RMS). **(ACTION ITEM)**

Documents:

AGENDA-ITEM-24.PDF

25. ITEMS FROM THE AUDIENCE

This time as been set aside to hear items from the audience not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

26. ADJOURN

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
    - Ten (10) minute time limit on applicant presentation.
    - Three (3) minute time limit on public testimony.
    - Names and addresses are required from those presenting/testifying.
    - Questions/comments should be addressed to the Mayor and Council.
    - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
    - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.

2. Mayor opens hearing.
3. Presentation by applicant.

   Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.
4. Presentation by staff.
5. Written correspondence submitted for the record.
6. Testimony by those supporting the application.
7. Testimony by those uncommitted on the application.
8. Testimony by opponents to the application.
9. Rebuttal by the applicant.
10. Mayor closes the hearing and initiates motion/deliberations.

    Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.
11. Develop a written and reasoned statement supporting the decision.

CITY OF POCATELLO, IDAHO
CITY COUNCIL WORK SESSION
DECEMBER 12, 2024

AGENDA ITEM NO. 1: ROLL CALL

Council President Linda Leeuwrik called the City Council Work Session to order at 9:02 a.m. Council members present were Rick Cheatum, Corey Mangum, Josh Mansfield and Brent Nichols. Mayor Brian Blad and Council member Hayden Paulsen were excused.

AGENDA ITEM NO. 2: PORTNEUF GREENWAY FOUNDATION UPDATE

Representatives from the Portneuf Greenway Foundation (PGF) were present to discuss their goals and projects and receive Council feedback.

Dan Harrelson, Portneuf Greenway Foundation President, provided an overview and update on current projects as follows:

Brennan Extension
- 1,600 foot path along the North Main Street extension across from Sacajawea Park
- paved on City property in 2023
- funded by Idaho Parks and Recreation (IDPR) and private donations

Pam Maguire Pedestrian Bridge
- bridge to connect Sacajawea Park with the Brennan Extension
- $500,000 project funded by Idaho Transportation Department (ITD) Transportation Alternatives Program (TAP) and private funding
- currently in the design phase with installation planned in 2026

Connecting Communities Trail
- 3,150 feet of new trail that will connect Pocatello Creek Road to the Mountain View Events Center and Portneuf Wellness Complex
- stage 1 funded by IDPR, Ifft Foundation, and the PGF
- stage 1 construction is complete
- stage 2 construction funded by Idaho Central Credit Union
- stage 2 is planned for installation and completion in the latter half of 2025
- stage 2 will add neighborhood and hotel access points, River of Life rest area, and monuments

Monte Vista to Pocatello Creek Road
- 2,700 feet of new trail
- funded by ITD and Portneuf Health Trust
- easement donated to PGF
- construction slated for 2025
- pedestrian flasher at Monte Vista to be installed

Parrish Trail Erosion Control
- approximately 400 feet of erosion was addressed
- City of Pocatello provided regrading and rocks to protect the trail
- PGF repaved the trail
- additional measures will likely be needed in the future

Portneuf Health Trust Unity Trail
- rocks were installed to control erosion
- rest area signs installed
- trees and trailhead landscaping were added

Beverly Trail Willow Planting
- willow shoots were planted in the fall
- shoots are expected to sprout in the spring and protect the bank from erosion

Mr. Harrelson highlighted potential projects as follows:

Abraszewski Donation
- a donation from the Abraszewski family, in honor of Paul Abraszewski, received
- if an easement can be attained, the existing Abrazewski Trail could be extended to the Great Western Malting plant area
- PGF and City staff partnering to apply for TAP grant funds
- PGF is working with landowner for easement
- donated funds may be used for 2027/2028 TAP grant match and maintenance

Historic Downtown
- possible update of the Bannock Transportation Planning Organization (BTPO) Bicycle Pedestrian Plan for routes throughout Pocatello and Chubbuck with an emphasis on a route through downtown Pocatello
- public input would be sought
- grant opportunities may be available to assist with the project

EPA Community Change Grant
- improvements to South 5th Avenue; South 2nd Avenue Greenway Trail; Centennial, Rainy, and Constitution Parks; potable water at parks; and septic changeover to City sewer systems
- PGF and the City are partners in the grant
- PGF will provide public outreach for the projects

Mr. Harrelson gave an overview of the history of the PGF and highlighted the cooperative nature of the relationship PGF has with the City on most ventures. He referenced the role and responsibilities of the City and PGF outlined in the 1992 Portneuf Greenway Implementation Plan and the Greenway Master Plan 2008. Mr. Harrelson gave an overview of the Trails Working Group and BTPO Bicycle Pedestrian Plan and highlighted questions he asked surrounding communities regarding trails. He recommended revisiting the Plans in conjunction with the Parks, Recreation, Open Space, and Trails Survey and consider adding language that describes the roles and responsibilities of the City of Pocatello and the PGF for the future.

In response to questions from Council, Mr. Harrelson expressed his opinion that the PGF could continue advocating and supporting various projects but not provide funding for maintenance. He pointed out that trail usage is steadily increasing, according to BTPO, and there is strong community support for trails and projects. Mr. Harrelson clarified that when soliciting funding for a project, maintenance costs are not included. He stated that the greatest impediments to building new trails are access and funding.

Council President Leeuwrik thanked Mr. Harrelson for the work on trails he and the volunteers provide to benefit the community.

AGENDA ITEM NO. 3: CITY INITIATED TEXT AMENDMENTS TO TITLE 17: ZONING REGULATIONS	Planning and Development Services staff members were present to discuss proposed updates to Pocatello City Code Title 17: Zoning Regulations.

Jim Anglesey, Senior Planner, gave an overview of the Summary of Proposed Amendments to Pocatello City Code Title 17: Zoning Regulations. He highlighted the 25-year sliding scale policy that would be used to address matters that do not meet current code which would be grandfathered to ease the administration of proof for determining whether structures have been built illegally.

In response to questions from Council, Brent McLane, Planning and Development Services Director, explained that the current enforcement process involves sending letters to property owners instructing them to bring structures into compliance, followed by the citation and misdemeanor process for those that do not willingly comply. He added that lending institutions have begun asking City staff for letters to confirm properties are legal and have no current violations.

Council discussed the following items: economic issues related to self service storage units and car washes, requirements for the zoning and development of car washes, a possible market study requirement for car washes, environmental impact of car washes, prudent planning for valuable commercial space, and redevelopment costs for properties on which car washes were formerly located.

Jared Johnson, City Attorney, clarified that restrictions on car washes in specified zones are allowable under the law if the restrictions are based on government interest and if there is a non-restricted zone which allows for outright permitting of a car wash.

Mr. Anglesey highlighted the following items from the proposed zoning update: adjustments to the Dimensional Standards Table based on best practices for the purpose of curbing housing issues, streamlined parking standards, and amendments to commercial development standards.

Council instructed Planning and Development Services staff to proceed with applicable steps necessary to consider the proposed changes to Title 17: Zoning Regulations.

Council President Leeuwrik called a recess at 10:17 a.m.

Council President Leeuwrik reconvened the meeting at 10:23 a.m.

AGENDA ITEM NO. 4 AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS UPDATE		Public Works Department staff members were in attendance to present information, updated cost estimates and status updates of ARPA projects.

Jeff Mansfield, Public Works Director, reminded Council that all ARPA funding must be obligated by the end of December 2024 or returned to the federal government. He stated that the list of proposed projects outlined on June 8, 2023, was approved and subsequently expanded due to cost savings measures, creative thinking, and cooperative efforts by staff. Mr. Mansfield introduced an ARPA project chart which highlighted the completion of several projects, including premium pay, Brooklyn's Playground, pickleball courts, Senior Center sidewalk replacement, and the variable frequency drive for Well #14. He added that the water slide would be complete once an outstanding bill is settled. Mr. Mansfield highlighted a couple of corrections to the chart and updated Council on the status of the remaining projects in various stages. Mr. Mansfield explained that some projects exceeded their estimated costs, while others came in under budget, leaving approximately $150,000 remaining to be used or obligated by the end of the month. He identified the Hiline Road widening project as a potential use for the excess funds. In response to a question from Council, Mr. Mansfield explained that the pipe burst method involves running a cable through a buried pipe, with a machine pulling it through using a bursting head with cutters. This process bursts the existing pipe

and pulls a new pipe through in its place, avoiding the need to dig up and replace the old pipe. The new pipe is typically the same size or slightly larger. Mr. Mansfield explained that the cost of this method can vary depending on the location, and given the sensitive nature of the cemetery this approach would be warranted. Mr. Mansfield also addressed a provision for cost overages, stating that if a project's cost exceeds the allocated funds, additional money must be found within the budget or brought to the Council for approval. He clarified that funds must be spent on the designated projects and cannot be reallocated to other purposes if bids come in lower than expected. He confirmed that contracts and memorandums of understanding (MOU) for funding would be presented to the Council next week. In response to a question about the cost of the MOU for the Hiline Road widening project, Mr. Mansfield explained that if the final design comes in below the projected cost, the savings could be used for an impact study or other available services pertaining to the project. He emphasized that ARPA funds should be spent first and assured the Council that there is no risk of returning money, as staff has worked hard to keep an accurate accounting of funds.

AGENDA ITEM NO. 5: COUNCIL ADVISORY BOARD UPDATES — Council members provided updates related to the advisory boards on which they serve.

Council member Cheatum reported that the Senior Center netted $6,000 in revenue last month which included the $35,000 contribution from the City. He also noted that the bathroom upgrade project funded by the Lowe's grant has been completed, though the total cost exceeded the grant funds by $27,000.

Council member Leeuwrik stated that, as part of her service on the Bannock Transportation Planning Organization board, she has been collaborating with Mori Byington to develop a job description to help identify a suitable candidate for his position as Executive Director upon his upcoming retirement.

Council member Mangum stated that he did not have any updates at this time.

Council member Nichols stated that he did not have any updates at this time.

Council member Mansfield reported that revolving loan fund associated with Southeast Idaho Council of Governments has approved a loan to support the development of a new building for a local business.

AGENDA ITEM NO. 6: ADJOURN — There being no further business, Council President Leeuwrik adjourned the meeting at 10:51 a.m.

APPROVED:

_____
BRIAN C. BLAD, MAYOR

PREPARED BY:

_____
SHAWNIE SATTERFIELD FERRIN, CITY CLERK

ATTEST BY:

_____
KONNI R. KENDELL, CITY CLERK

3(a)

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CLARIFICATION MEETING
DECEMBER 19, 2024

1: ROLL CALL	Mayor Brian Blad called the City Council Clarification meeting to order at 5:31 p.m. Council members present were Rick Cheatum, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols, and Hayden Paulsen.
2: DISCUSSION:	Mayor Blad and City Council members discussed items listed on the December 19, 2024 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.
3: ADJOURN:	Mayor Blad adjourned the City Council Clarification Meeting at 5:47 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO, IDAHO
CITY COUNCIL
REGULAR CITY COUNCIL MEETING
DECEMBER 19, 2024

AGENDA ITEM NO. 1: ROLL CALL AND PLEDGE OF ALLEGIANCE		The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Rick Cheatum, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols, and Hayden Paulsen.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION		The invocation was offered by Reverend Jenny Peek, representing Pocatello Unitarian Universalist Association.
AGENDA ITEM NO. 3: CONSENT AGENDA		Council was asked to consider the following business items:
–MINUTES	(a)	Waive the oral reading of the minutes and approve the minutes from the following meetings: Special City Council Town Hall meeting of November 19, 2024; and Clarification and Regular City Council meetings of December 5, 2024.
–MATERIAL CLAIMS	(b)	Approve the Material Claims for the period of December 1-15, 2024 in the amount of $2,469,344.
–CONSTRUCTION BOARD OF APPEALS AND REVIEW APPOINTMENT	(c)	Confirm the Mayor's reappointment of Rob Jensen to continue serving as a member of the Construction Board of Appeals and Review. Rob's term will begin December 31, 2024 and expire December 31, 2026.
–COUNCIL DECISION – FINAL PLAT APPROVAL FOR NORTHGATE VILLAS DIVISION 1	(d)	Adopt the Council's decision approving the final plat for Northgate Villas Division 1 which subdivides approximately 13.75 acres of land, generally located northwest of the extension of Fairgrounds Road and west of Interstate-15, into thirty (30) lots, subject to conditions.
– 2024 ANNUAL ROAD AND STREET FINANCIAL REPORT	(e)	Approve the 2024 Road and Street Financial Report. The report accounts for the City's use of state highway user dollars during the past fiscal year to the Idaho State Controller as required by law.

A motion was made by Ms. Leeuwrik, seconded by Mr. Cheatum, to approve the items on the Consent Agenda. Upon roll call, those voting in favor were Leeuwrik, Cheatum, Mangum, Mansfield, Nichols and Paulsen.

AGENDA ITEM NO. 4: PROCLAMATIONS		Mayor Blad announced there were no proclamations.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded the Council members of the following meetings: January 2nd Clarification meeting at 5:30 p.m. followed by the Regular City Council meeting at 6:00 p.m.; January 9th City Council Work Session at 9:00 a.m. followed by a Council Goal Setting meeting; and January 16th Clarification meeting at 5:30 p.m. followed by the Regular City Council meeting at 6:00 p.m.
Mayor Blad announced Marshall Public Library has shortened service hours in December. The hours are 10:00 a.m. to 6:00 p.m. The Library will be closed December 24th and December 25th for the Christmas holiday. Regular hours will return on January 2nd; City offices will be closed December 25th for the Christmas Holiday and January 1st for the New Year's Day holiday. Garbage and recycling pickups will be delayed by one day; Community Recreation Center will have the following modified business hours for the Christmas and New Year's holidays: December 24th and December 31st: Open 6 a.m. to 3 p.m. Closed December 25th and January 1st; December 27 through 31 – Special Sanitation pick-up for Christmas overflow. Bags or boxes of extra holiday wrapping will be picked up on the same day as regularly scheduled pick-up; December 26 through January 12 – Christmas Tree collection sites. Boxes will be provided at City Hall; Rainey Park on South Arthur; and Sister City Park entrance on Pocatello Creek Road for Christmas tree disposal. Trees will be chipped and used in landscaping projects. Be sure to remove all strings, wires and other objects to avoid damaging the City's wood chipping equipment; City Creek Recreation area gates are closed to motorized access until approximately May 15, 2025.

Mayor Blad reminded citizens to keep sidewalks clear of snow and ice. When clearing sidewalks and driveways of snow, please do not place snow in the street. It becomes a driving hazard.

AGENDA ITEM NO. 6: TAXICAB LICENSE APPEAL – RODRIGUEZ

Angelina Rodriguez was present to appeal the denial of her Taxicab License, which was denied by the Pocatello Police Department.

Angelina Rodriguez, Pocatello citizen, appealed the denial of her taxi cab license, highlighting her progress in sobriety and personal development. She shared that she has been working closely with her parole officer and has completed various programs, including Moral Reconation Therapy, anger management, and grief counseling. In addition, she received recovery coach training in November, which she feels is a significant milestone in her journey. Ms. Rodriguez expressed pride in her achievements and asked the Council to consider her efforts and continued commitment to improving her life. In response to questions from Council, Ms. Rodriguez stated her last offense was in 2018 and was released from jail in 2021. She relapsed after her mother's death in 2023 but credits counseling for her recovery. Her most recent relapse was eight months ago. She is on parole until June 2025, regained her driving privileges in 2021, and is employed by Sylvia Buck, who, along with her sister, were in attendance and have supported her recovery.

Syllvia Buck stated she has been Ms. Rodriguez's employer since 2021. She shared Ms. Rodriguez has been reliable, trustworthy, and responsible, even during personal challenges like her mother's death. Ms. Buck expressed support of Ms. Rodriguez's efforts to turn her life around, noting her commitment to sobriety, completion of recovery coach training, and plans to pursue caregiving education at ISU. She asked the Council to consider granting Ms. Rodriguez's appeal.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to overturn the decision of the Police Department and approve the taxicab license for Angelina Rodriguez. Upon roll call, those voting in favor were Mansfield, Mangum, Leeuwrik, and Paulsen. Those voting in opposition were Cheatum and Nichols. The motion passed.

AGENDA ITEM NO. 7: 2024 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION – FIRE DEPARTMENT

Council was asked to approve and authorize submission of the 2024 Assistance to Firefighters Grant (AFG) grant application and, if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The Assistance to Firefighters Grant is an annual grant through the Federal Emergency Management Agency. The grant funding amount is $73,200 with a required local match of $6,654.55. Funds for the match would be budgeted in the FY2026 Fire Department Training line item.

Mayor Blad clarified the amount of the application was $73,200.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve and authorize submission of the 2024 Assistance to Firefighters Grant (AFG) grant application in the amount of $73,200 with a required local match of $6,654.55 and, if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, Mansfield, and Nichols.

AGENDA ITEM NO. 8: US EPA SOLID WASTE INFRASTURCTURE FOR RECYCLING (SWIFR) GRANT PROGRAM APPLICATION

Council was asked to approve submission of a grant application for the EPA SWIFR program for improvements and upgrades to the City's recycling program as well as implementation of a commercial cardboard recycling program. Total project costs are $4,950,000 and would be fully funded through the grant. Council may wish to approve the grant application and, if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to approve submission of a grant application for the EPA SWIFR program for improvements and upgrades to the City's recycling program as well as implementation of a commercial cardboard recycling program in the amount of $4,950,000 and, if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

In response to questions from the Council, Tom Kirkman, Director of Public Services, provided an update on the City's recycling program. He explained that after Republic Services planned to close its recycling facility last summer, the City took over operations, purchasing the facility and equipment. Cost saving adjustments such as reducing single-stream costs, implementing cardboard baling and sales, and collaborating with regional entities, have resulted in significant savings and, in some months, a net profit. Mr. Kirkman noted strong interest from local businesses in program expansion.

Council praised the program's progress, emphasizing its financial benefits, sustainability, and potential to serve as a regional model. Council commended staff for innovative problem solving and commitment.

Mr. Cheatum's motion was voted upon at this time. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 9: AIRPORT TITLE VI PLAN ADOPTION – AIRPORT

Council was asked to adopt the Airport Title VI Plan, as required by the FAA and authorize the Mayor's signature on all pertinent documents, including any future minor administrative changes to the plan as needed, subject to Legal Department review.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to adopt the Airport Title VI Plan, as required by the FAA and authorize the Mayor's signature on all pertinent documents, including any future minor administrative changes to the plan as needed, subject to Legal Department review.

In response to questions from the Council, Alan Evans, Airport Manager, explained that the plan, required by the Federal Aviation Administration (FAA), ensures compliance with the Civil Rights Act of 1964 and other federal regulations tied to grant funding. He noted that while this is a new requirement for regional airports, similar plans have already been implemented by the City in the Transit Department. Mr. Evans stated that the airport developed a compliant plan to meet FAA funding requirements.

Mr. Mangum's motion was voted upon at this time. Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 10: ARPA FUND OBLIGATIONS

Council was asked to approve the following obligations of ARPA funds and authorize the Mayor's signature on all applicable documents, subject to Legal Department review:

LEGACY PARK IMPROVEMENTS

a) Memorandum of Understanding (MOU) in the amount of $45,000 with the Parks and Recreation Department to complete the Legacy Park improvements;

MOUNTAIN VIEW CEMETERY ROAD IMPROVEMENTS

b) Memorandum of Understanding (MOU) in the amount of $70,000 with the Parks and Recreation Department to complete the Mountain View Cemetery road improvements;

1ST AVENUE STORMWATER PROJECT

c) Memorandum of Understanding (MOU) in the amount of $45,000 with the Street Department to complete the paving associated with the 1st Avenue Stormwater Project;

HILINE ROAD WIDENING PROJECT

d) Funding in the amount of $48,450 for the Professional Services Agreement with Keller Associates for the Hiline Road Widening Project as approved at the November 7, 2024 Council meeting;

ALLIED UNDERGROUND TECHNOLOGY

e) Funding in the amount of $31,574.61 for the construction of the Mountain View Cemetery waterline replacement with Allied Underground Technology as approved at the December 5, 2024 Council meeting; and

PLAYGROUND EQUIPMENT FOR LEGACY PARK

f) Funding in the amount of $49,869 for the purchase of playground equipment for Legacy Park.

Mayor Blad clarified the amount in Agenda Item 10 (e) was $31,574.61.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to approve items 10(a) through 10(f) of ARPA funds as outlined and clarified in Agenda Items 10(a) through 10(f) and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Paulsen, Cheatum, Leeuwrik, Mangum, and Nichols.

AGENDA ITEM NO. 11: PIGGYBACK BID ACCEPTANCE FOR CONCRETE SERVICES – M&S DEVELOPMENT AND CONSTRUCTION LLC

Council was asked to accept the recommendations of staff and approve the piggyback bid of the City of Pocatello FY2024 contract pricing for certain concrete services via M&S Development & Construction LLC for FY2025 projects such as pavement management, ADA ramps and Ross Park Aquatic Complex repairs and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the procurement is available through American Rescue Plan Act (ARPA) funding.

A motion was made by Mr. Mansfield, seconded by Ms. Leeuwrik, to accept the recommendations of staff and approve the piggyback bid of the City of Pocatello FY2024 contract pricing for certain concrete services via M&S Development & Construction LLC in the amount of $208,235.71 for FY2025 projects such as pavement management, ADA ramps and Ross Park Aquatic Complex repairs and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Leeuwrik, Cheatum, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 12: BID ACCEPTANCE/ AWARD AND PROCUREMENT AGREEMENTS – ROSS PARK AQUATIC COMPLEX

Council was asked to accept the recommendations of staff and approve the following requests for goods and services at the Ross Park Aquatic Complex (RPAC):

SECURA COIN LOCKERS

a) Accept the lowest-cost responsive bid and award the bid to Secura Coin Lockers in the amount of $80,206.00 for locker replacements;

MASTERCRAFT – LAZY RIVER

b) Accept the lowest-cost, responsive bid and award the bid to Mastercraft Pool & Spa for Lazy River filtration system upgrades in the amount of $193,698.20; and

MASTERCRAFT – KIDDIE POOL

c) Accept the lowest-cost responsive bid and award the bid to Mastercraft Pool & Spa for Kiddie Pool filtration system upgrades in the amount of $126,899.40.

Funding for the procurement has been allocated and is available through American Rescue Plan Act (ARPA) funding.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to approve requests as outlined in Agenda Item 12(a) through 12(c) for goods and services at the Ross Park Aquatic Complex (RPAC). Upon roll call, those voting in favor were Mansfield, Mangum, Leeuwrik, Nichols, and Paulsen. Cheatum voted in opposition. The motion passed.

AGENDA ITEM NO. 13: 2025 WATER DEPARTMENT MATERIALS BID

Council was asked to consider bids received on November 21, 2024 for materials used by the Water Department for capital improvement projects, routine maintenance and to replenish materials inventory. The bid was separated into twelve (12) separate lots in an effort to guarantee the lowest price for the City. Staff requests that Council award each lot to the lowest responsive bidder as follows:

CORE & MAIN LP

a) Lots One, Four, Five, Six, Seven, Nine, Ten and Eleven ($506,254.13);

FERGUSON WATERWORKS

b) Lots Two, Three and Eight ($183,971.88); and

ZENNER USA

c) Lot Twelve ($53,565.40)

Total cost for the materials bids is $743,791.41. Funds are available in the Water Department's Fiscal Year 2025 budget.

A motion was made by Ms. Leeuwrik, seconded by Mr. Cheatum, to accept bids received on November 21, 2024 for materials used by the Water Department for capital improvement projects, routine maintenance and to replenish materials inventory award each lot to the lowest responsive bidder as outlined in Agenda Item 13 (a) through 13 (c). Upon roll call, those voting in favor were Leeuwrik, Cheatum, Mangum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 14: BID ACCEPTANCE AND AWARD – MOUNTAIN VIEW CEMETERY SPRINKLER SYSTEM

Council was asked to accept the recommendations of staff and award the bid for Phase 1 of an automated sprinkler system at Mountain View Cemetery project to the lowest-cost, responsive bidder, All American Yards, Inc. and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the procurement has been allocated and is available through American Rescue Plan Act (ARPA) funding.

Mayor Blad clarified the amount in Agenda Item 14 was $190,350.00.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to award the bid for Phase 1 of an automated sprinkler system at Mountain View Cemetery project to the lowest-cost, responsive bidder, All American Yards, Inc. in the amount of $190,350.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Paulsen, Leeuwrik, Mangum, and Nichols. Cheatum voted in opposition. The motion passed.

AGENDA ITEM NO. 15: LAND ACQUISITION – ESTATE OF KATHLEEN BRENNAN

Council was asked to accept the recommendations of staff and approve the purchase of land located along the Portneuf River, adjacent to Sacajawea Park and the Pocatello Water Department facility, from the Estate of Kathleen Brennan in the amount of $432,881.75, including closing costs and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the procurement has been allocated and is available through American Rescue Plan Act (ARPA) funding.

A motion was made by Mr. Nichols, seconded by Mr. Mansfield, to approve the purchase of land located along the Portneuf River, adjacent to Sacajawea Park and the Pocatello Water Department facility, from the Estate of Kathleen Brennan in the amount of $432,881.75, including closing costs and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Mansfield, Cheatum, Leeuwrik, Mangum, and Paulsen.

AGENDA ITEM NO. 16: ORDINANCE – VACATING A 30-FOOT-WIDE UTILITY EASEMENT

Council was asked to consider an ordinance vacating and abandoning the public's interest in a 30-foot-wide access and utility easement located across a portion of Lots 2 and 5, Block 2, The Crossings Division 1 Amended Plat. Said vacation was approved by City Council Decision dated November 7, 2024.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 16, be read only by title and placed on final passage for publication and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols, and Paulsen.

Matt Kerbs, Deputy City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance vacating and abandoning the public's interest in a 30-foot-wide access and utility easement located across a portion of Lots 2 and 5, Block 2, The Crossings Division 1 Amended Plat as approved by City Council Decision dated November 7, 2024. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Mansfield, Nichols and Paulsen. Mayor Blad declared the ordinance passed, that it be numbered 3153 and that only the ordinance summary sheet be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 17: ITEMS FROM THE AUDIENCE

Trissa Cameron, Pocatello Citizen, spoke on behalf of the College Neighborhood Association expressing her support to keep Washington Elementary open, highlighting its historic value and importance to the neighborhood.

AGENDA ITEM NO. 18: ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 7:00 p.m.

APPROVED BY:

_____

BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

3(a)

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CLARIFICATION MEETING
JANUARY 2, 2025

AGENDA ITEM NO. 1: ROLL CALL

City Council President Linda Leeuwrik called the City Council Clarification meeting to order at 5:30 p.m. Other Council members present were Rick Cheatum, Josh Mansfield, Brent Nichols, and Hayden Paulsen. Mayor Brian Blad and Council member Corey Mangum were excused.

AGENDA ITEM NO. 2: DISCUSSION

President Leeuwrik and City Council members discussed items listed on the January 2, 2025 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.

AGENDA ITEM NO. 3: ADJOURN

President Leeuwrik adjourned the City Council Clarification Meeting at 5:36 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
REGULAR CITY COUNCIL MEETING
JANUARY 2, 2025

AGENDA ITEM NO. 1: ROLL CALL AND PLEDGE OF ALLEGIANCE

The Regular City Council meeting was called to order at 6:00 p.m. by City Council President Linda Leeuwrik. Other Council members present were Rick Cheatum, Josh Mansfield, Brent Nichols, and Hayden Paulsen. Mayor Brian Blad and Council member Corey Mangum were excused.

President Leeuwrik led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Pastor Jim Jones, representing Blazing Grace Ministries.

AGENDA ITEM NO. 3: CONSENT AGENDA

Council was asked to consider the following business items:

-MATERIAL CLAIMS	**(a)**	Approve the Material Claims for the period of December 16-31, 2024 in the amount of $898.539.12.
-TREASURER'S REPORT	**(b)**	Approve the Treasurer's Report for November 2024 showing cash and investments as of November 30, 2024 in the amount of $99,647,676.
- COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE APPOINTMENT	**(c)**	Confirm the Mayor's appointment of Dakota Neifert to serve as a member of the Community Development Block Grant Advisory Committee, filling a long-term vacancy. Dakota's term will begin January 3, 2025 and expire January 3, 2028.
- PARKS AND RECREATION ADVISORY BOARD APPOINTMENT	**(d)**	Confirm the Mayor's appointment of Amy Commendador to serve as a member of the Parks and Recreation Advisory Board, replacing Kathryn Hickok whose term expired. Amy's term will begin January 3, 2025 and expire January 3, 2027.
- POCATELLO REGIONAL AIRPORT COMMISSION REAPPOINTMENTS	**(e)**	Confirm the Mayor's reappointments of Kristen Jensen and Molly Beseris to continue serving as members of the Pocatello Regional Airport Commission. Kristen's term will begin January 4, 2025 and expire January 4, 2027. Molly's term will begin January 18, 2025 and expire January 18, 2027.

A motion was made by Mr. Cheatum, seconded by Mr. Paulsen, to approve the items on the Consent Agenda. Upon roll call, those voting in favor were Cheatum, Paulsen, Mansfield, Nichols, and Leeuwrik.

AGENDA ITEM NO. 4: PROCLAMATIONS

Ms. Leeuwrik announced that there were no proclamations.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Ms. Leeuwrik reminded Council members of the following meetings: January 9th City Council Work Session at 9:00 a.m., immediately followed by a Council Goal Setting meeting; January 16th Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.

Ms. Leeuwrik announced Christmas Tree Collection sites are available through January 11. Boxes are provided at City Hall; Rainey Park on South Arthur; and Sister City Park entrance on Pocatello Creek Road for Christmas tree disposal. Trees will be chipped and used in landscaping projects. Be sure to remove all strings, wires and other objects to avoid damaging the City's wood chipping equipment; "Ski for Free" day at the Mink Creek Nordic Center, sponsored by ICCU. Parking, trail passes, rentals, and mini-lessons will be free from 9 a.m. to 5 p.m. Rentals will be offered on a first-come, first-served basis and will be available in two-hour time slots; City offices would be closed January 20th to observe Martin Luther King Jr. Day; applications for the 2025 Pocatello's Promise of Tomorrow Mayoral Scholarship for Students Program would be accepted through February 28th.

Ms. Leeuwrik reminded citizens to keep sidewalks clear of snow and ice. When clearing sidewalks and driveways of snow, please do not place snow in the street. It becomes a driving hazard.

AGENDA ITEM NO. 6: PUBLIC HEARING – ZONING MAP AMENDMENTS – 155 WILLARD AVENUE

This time was set aside for the Council to hear comments from the public regarding a request from Brandon Desfosses to rezone property located at 155 Willard Avenue from Commercial General (CG) to Residential Medium Density Single-family (RMS).

President Leeuwrik opened the public hearing.

Council members announced there had been no ex parte communication.

Brandon Desfosses, Pocatello resident, explained that he is interested in buying the property, but the owner didn't realize it was zoned as Commercial General as it is surrounded by houses. Mr. Desfosses requested to rezone the property to Residential Medium Density to allow for construction of a single-family home, noting the lot's suitability and the need for housing.

Jim Anglesey, Long Range Planner, explained rezoning the split-zoned property would align the area entirely as residential (RMS) per the City's future land use map. The Planning and Zoning Commission recommended approval of the change on December 11,

2024. He added that all public notice requirements were met and no written comments had been received. In response to questions from the Council, Mr. Anglesey explained that similar properties in the city are currently zoned as Commercial General but are surrounded by Residential Medium Density Single-Family (RMS). City staff plans to address these areas in the future, reclassifying them as RMS to prevent the need for individual rezoning requests.

Ms. Leeuwrik announced no written correspondence had been received.

There being no public comments, President Leeuwrik closed the public hearing.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to approve the request to rezone property located at 155 Willard Avenue from Commercial General (CG) to Residential Medium Density Single-family (RMS) and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mansfield, Paulsen, Cheatum, Nichols, and Leeuwrik.

AGENDA ITEM NO. 7: BID ACCEPTANCE AND AWARD - MOUNTAIN VIEW CEMETERY TREE PRUNING

Council was asked to award the following bids for the Mountain View Cemetery tree pruning and removal project and authorize the Mayor's signature on all pertinent documents, including change orders, subject to Legal Department review:

TOP NOTCH TREES **a)** Top Notch Trees in the amount of $124,400.00; and

INTERMOUNTAIN TREE SERVICE **b)** Intermountain Tree Service in the amount of $9,600.00.

Funding for the project has been provided through the USFS Urban and Community Forestry grant.

A motion was made by Mr. Cheatum, seconded by Mr. Mansfield, to award the bids as listed in Agenda Item 7(a) and7(b) for the Mountain View Cemetery tree pruning and removal project and authorize the Mayor's signature on all pertinent documents, including change orders, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Mansfield, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 8: ITEMS FROM THE AUDIENCE

There were no individuals signed up to speak at this time.

AGENDA ITEM NO. 9: STATE OF THE CITY

This time was set aside for the Annual State of the City report. A taped report from Mayor Blad and City department heads highlighting special projects over the past year was viewed. Ms. Leeuwrik highlighted the City's successful year, noting strong finances and the use of additional funding from ARPA and grants to support new projects. She

thanked City staff, Mayor Blad, and the Council for their hard work and emphasized a continued focus on fiscal responsibility and growth in 2025.

AGENDA ITEM NO. 10: ADJOURN

There being no further business, President Leeuwrik adjourned the meeting at 6:57 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

Planning & Development Services

#6

VACATION OF RIGHT-OF-WAY
PUBLIC HEARING: FEBRUARY 6, 2025
STAFF REPORT

File: VAC24-0003

APPLICANT/OWNER:	Natalie Bucklein/Dykman Construction
LOCATION:	End of Bogey Lane
REQUEST:	Vacation of a portion of Bogey Lane

RECOMMENDATION & CONDITIONS: Based on the information presented in this report, staff recommends approval of vacating the subject Right-Of-Way (ROW), with the following conditions attached:

1. The legal description for the subject parcel shall be reviewed and approved by the City Surveyor prior to recording;
2. Any other requirements not herein noted above but applicable as part of an approved easement vacation shall be strictly adhered to.

REQUEST: An application has been submitted by Natalie Bucklein on behalf of Dykman Construction, requesting to vacate the public's interest entailing 100 square-feet (more or less) at the end of Bogey Lane (refer to attached display map).

BACKGROUND: The applicant is desirous of vacating a 2-foot x 50-foot portion of Bogey Lane to avoid a law suit over a disputed property line with the adjacent property owner to the north. The subject Right-Of-Way (ROW) was platted and constructed as part of Iron Eagle Division 3 Subdivision.

NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing by mail in order that they may provide comment on the proposed request. Notice was also provided in the legal section of the Idaho State Journal.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City departments were provided notice on 1/10/2025.

CRITERIA FOR REVIEW: The City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the Table below:

Table 1. Vacation of Right-of-Way Review Criteria Analysis

Compliant				
Yes	No	N/A		
☒	☐	☐	**Requirement 1**	**DESCRIBE WHY THE REQUESTED VACATION IS EXPEDIENT FOR THE PUBLIC GOOD**
			Applicant Response	The requested vacation is to avoid a law suit over a disputed property line. The applicant, Dykman Realty, developed the land recorded as Iron Eagle division 3. The surveyed boundary is 2 feet into the fenced area of the owner of RPRPCPP142103, directly adjacent and north. Since the fence line does not match the surveyed deed line, the development, including the dedication of public roadway named Bogey Lane, was extended all the way to the north boundary of their deed. The adjacent owner of said RPRPCPP142103, disputes said surveyed boundary, and has threatened a law suit in dispute of the surveyed boundary line. Dykman Realty is giving the adjacent land owner the north 2 feet of their property. However, since Bogey Lane is now dedicated as public roadway, the north 2 feet will need to be vacated in order to transfer ownership. Bogey Lane is a dead end street at this location.
			Staff Review	The applicant provided as part of the application a signed Stipulation Boundary Agreement to settle all existing disputes and claims among them related to the boundary between the adjoining properties and owners thereto.
☒	☐	☐	**Requirement 2**	**IDENTIFY ANY "DAMAGES" THAT THE CITY MAY INCUR AS A RESULT OF THE REQUESTED VACATION AND DESCRIBE ANY PROPOSED TERMS AND CONDITIONS FOR MITIGATING ANY "DAMAGES."**
			Applicant Response	We don't expect that the City will incur any damages by vacating the last 2 feet of Bogey Lane.
			Staff Review	Staff does not anticipate any damages will incur upon the general public by vacating the 100 sq.ft. area at the end of the subject ROW.
☒	☐	☐	**Requirement 3**	**DESCRIBE THE REQUESTED MANNER OF REVERSION OF THE REQUESTED VACATED AREA AND HOW IT IS IN THE BEST INTERESTS OF THE ADJOINING PROPERTY OWNERS.**
			Applicant Response	It is requested that the north 2 feet of Bogey Lane be vacated directly to the owner of RPRPCPP142103. Dykman Realty would like to relinquish any interest it has in said north 2 feet of Bogey Lane in order to avoid the complication of law suit.
			Staff Review	See applicant's response above.
☒	☐	☐	**Requirement 4**	**EXPLAIN WHY GRANTING THE REQUESTED VACATION WILL NOT IMPAIR THE RIGHTS OF ANY LOT OWNER OR PUBLIC UTILITY.**

			Applicant Response	By granting the vacation of the north 2 feet of Bogey Lane, the adjoining lots in Iron Eagle Division No. 3 will not be impaired in any way. The street ends there and the 2 feet under consideration does not contain any public utilities, asphalt pavement, concrete curb etc.
			Staff Review	Staff finds that the lots platted in Iron Eagle Estates Division 3 will not impair affected property owners or utilities.
☒	☐	☐	**Requirement 5**	**PROVIDE ANY ADDITIONAL INFORMATION THAT YOU FEEL IS APPLICABLE TO THIS PETITION.**
			Applicant	No additional information
			Staff Review	No additional comment

ATTACHMENTS:

A. Petition for vacation application with attachments
B. Stipulation Boundary Agreement

ATTACHMENT A

APPLICATION WITH PERTINENT INFORMATION

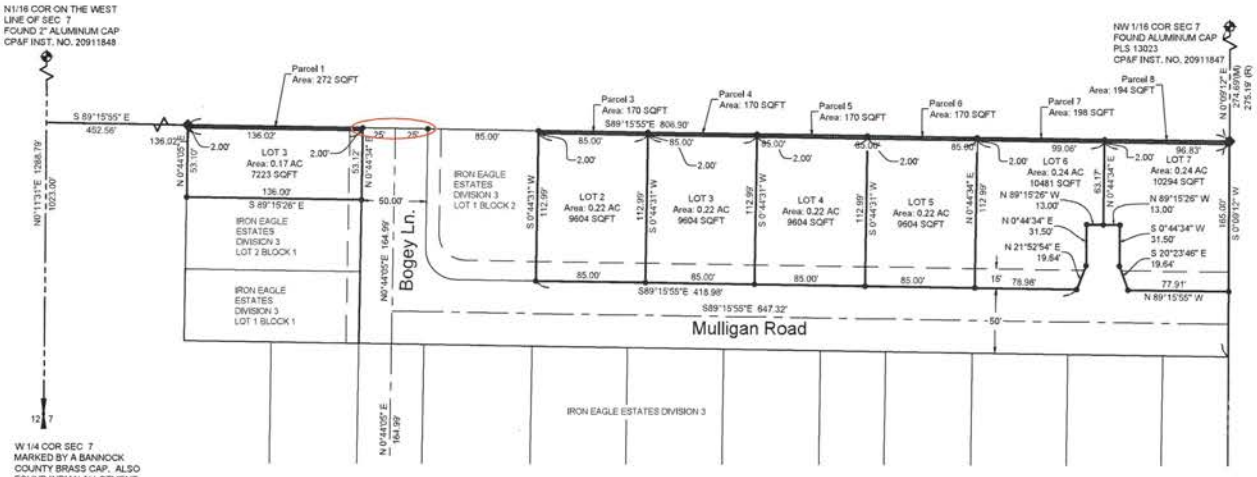
SURVEYORS CERTIFICATE

I, Chris G. Street, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

PRELIMINARY

Chris G Street License No. 12224 Date

PART OF GOVERNMENT LOT 2, SECTION 7, T. 7 S., R. 35 E.B.M. CITY OF POCATELLO BANNOCK COUNTY, IDAHO



LEGEND

- NORTHERLY 2 FEET OF EACH LOT
- 1/16 SECTION CORNER CONTROL
- 1/4 SECTION CORNER CONTROL
- FOUND 1/2" IRON ROD P.L.S. 2341
- FOUND IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 13023 OR OTHERWISE STATED P.L.S.
- SECTION LINE
- EASEMENT LINE
- (R) RECORD OF SURVEY INST. NO. 2211258
- (M) MEASURED

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DRAWN BY	DESIGN BY	CHECK BY
MG	HLE	CGS

JOB NO.: 2023-229
DATE: December 1, 2023

REVISIONS	DATE

BOUNDARY LINE ADJUSTMENT
IRON EAGLE DIVISION 3
SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO. 1 OF 1 SHEETS

Z:\Projects\00-2023 Projects\23-229 Iron Eagle Estates Boundary Line Adjustment\3-CAD\Survey\23-229 Iron Eagle Estates Boundary Line Adjustment.dwg

PETITION FOR ABANDONMENT & VACATION OR VALIDATION OF RIGHT OF WAY

The undersigned, Dykman Construction, Inc., being fee owners of an interest in the real property described herein, do request that the Power County Highway District abandon and vacate public right of way, adjacent to and in the vicinity of the Petitioners' ownership.

Legal description of the public right-of-way to be abandoned and vacated certified by an Idaho PLS or PE *(If space is not adequate, attach legal description, labeled Exhibit A):*

See attached "Exhibit A"

The basis and reason for this request is *(If space is not adequate, attach basis and reason, labeled Exhibit_____):*

Neighbor threatened lawsuit over boundary line dispute, so the owners of Iron Eagle are going to give the north 2 feet of their property to their neighbor to the north to avoid conflict.

Assessed value of public right-of-way which is the subject of this Petition for Abandonment and Vacation, established by averaging assessed property values of three (3) adjoining parcels *(Subject to the discretion of the Board of Commissioners in which an appraisal by an independent appraiser may be requested.)*

Calculated Acreage 100 sq feet Value $39.14

Notes:

7.45 acres which are assessed for $127004.00 which comes out to about $0.391 per sq. ft
The Vacation is 2' by 50' which is 100 sq feet.
So 100 square feet times 0.391 is $39.14

Will any property be denied access to a public road if the Petition is granted?

No

What property do you request that the right-of-way be vacated to? Attach legal description.

Legal description is attached, and circled in red on the map, the northerly 2 feet of Bogey lane.

PETITIONER INFORMATION:

Road Name (if applicable) Bogey Lane

Petitioner Ron Dykman Phone 208.221.3105

E-Mail ron.dykman@dykmanconstruction.com Fax

Address P.O. Box 4865 City/St/Zip Pocatello, ID 83205-4865

Represented by (if other than owner) Chris Street, PLS

Firm HLE Inc. Phone 208-785-2977

E-Mail cstreet@hleinc.com Fax

Address 800 W Judicial Street City/St/Zip Blackfoot ID 83221

REQUIRED ATTACHMENTS:

- ☑ A map or plat showing the area of public right-of-way sought to be abandoned and vacated certified by an Idaho Professional Land Surveyor (PLS) or and Idaho Professional Engineer (PE).
- ☑ Designation of, including name and address, of all property owners of record of land abutting the portion of the public right-of-way proposed to be abandoned and vacated, as identified with the Power County Assessor's parcel number. (I.C. 40-203(f))
- ☐ Designation of, including name and address, of all possible underground utilities. (I.C. 40-203(e))

Additional attachments including but not limited to maps, plans, pictures, etc., may be included. All exhibits should include date, name of person who prepared them, include a key number, etc.

Petitioner certifies that the information given herein, including all submittals and attachments is true and correct to the bet of his/her knowledge. Petitioner understands the Public Hearing date set by the Board of Commissioners may need to be extended if the petition and submittals are found to be incomplete. Petitioner agrees to pay all current and outstanding fees prior to the Board making its final decision. Petitioner understands the decision of the Board may take more than one meeting to make a

decision. Petitioner understands that conditions may be placed on this request if approved.

Signed this _____ day of _____, 20___.

Signature of Petitioner(s):

_____

_____

District Use Only:

Date Stamp:

_____ *Board Meeting Agenda*
To set date for Public Hearing.

_____ *Public Hearing Date*



Power County Highway District
3090 Lamb Weston Road
PO Box 513
American Falls, ID 83211
(208) 226-2661
(208) 226-5246 FAX

VACATION AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY

All vacations and abandonment procedures will comply with the requirements of Idaho Code Title 40, Chapter 2, Section 203. The following is to provide the applicant with a guide and may not be all-inclusive.

Fees
Applicants seeking vacation or abandonment of public rights-of-way must pay all fees associated with this process to cover the actual cost of the proceeding, including but not limited to, District legal advice, District engineering costs, legal advertising, certified mailings, and recording of document. Petitioner shall pay all current and outstanding fees prior to the Board making its final decision.

Procedures for Filing Petitions to Abandon and Vacate
Contact the District Clerk to be put on the agenda and present your petition.
All petitions to abandon and vacate shall contain the following:

- ☑ Name, address, and telephone number of applicant, and/or representative who can be contacted in the event additional information is required.
- ☐ Statement of the basis, including reasons, upon which the abandonment and vacation is sought.
- ☑ A map or plat showing the area of public right-of-way sought to be abandoned and vacated certified by an Idaho Professional Land Surveyor (PLS) or and Idaho Professional Engineer (PE).
- ☐ Legal description of the public right-of-way to be abandoned and vacated certified by an Idaho PLS or PE.
- ☐ Designation of, including name and address, of all property owners of record of land abutting the portion of the public right-of-way proposed to be abandoned and vacated, as identified with the Power County Assessor's parcel number. (I.C. 40-203(f))
- ☐ Designation of, including name and address, of all possible underground utilities.
- ☐ Any additional attachments as desired.
  Note: All exhibits, including maps, plans, pictures, etc., should include date, name of person who prepared them, and any other pertinent information.
- ☐ $1000 deposit for fees. Additional associated costs must be paid prior to decision; overages will be refunded.

Public Hearing and Decision (To be done by the District)

- ☐ Prepare public notice 30 days prior to public hearing.
- ☐ Mail notice to underground utilities 30 days prior to public hearing.
- ☐ Mail notice to adjoining property owners 30 days prior to public hearing.
- ☐ Publish notice of hearing two (2) times if weekly or three (3) times if daily in paper, in accordance with I.C. 40-203 (f).

The Public Hearing (may take one or more meetings):

- Receive public testimony and review written correspondence.
- Discussion and deliberations.
- Decision shall be written and supported by findings and fact and conclusion of law if it is in the public's best interest.
- Discuss fair market value; if $2,500 or more, a charge may be imposed upon the acquiring entity, I.C. 40-203(i).
- If approved by the Board, a resolution will be prepared and signed; the resolution will be recorded upon payment of all costs.
- Appeals may be made to the district court of the county pursuant to I.C. §40-208.

NOTES FOR THE APPLICANT:

No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way.

In the event of abandonment and vacation, rights-of-way, easements, or utilities as described in I.C. §55-2202 may be reserved.

A proposed division or reversion of the public right-of-way sought to be abandoned and vacated if other than normal one-half (½) to each adjacent property owner, or a statement that each adjacent property owner shall receive one-half (½) of the public right-of-way sought to be abandoned and vacated.

If the Board determines that a public right-of-way parcel to be abandoned and vacated in accordance with the provisions of this section has a fair market value of Two Thousand Five Hundred Dollars ($2,500) or more, a charge may be imposed upon the acquiring entity, not in excess of the fair market value of the parcel, as a condition of the abandonment and vacation.

Requested parcel must remain for public use until such time abandonment is authorized.

ATTACHMENT B

STIPULATION BOUNDARY AGREEMENT (CHRISTENSEN/DYKMAN)

STIPULATED BOUNDARY AGREEMENT

This Agreement is entered into between Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, and Ron Dykman individually (hereinafter collectively referred to herein as "Dykman"), and the Dixie Marie Christensen Separate Property Trust by and through Power of Attorney Tina Christensen acting on behalf of Trustee Dixie Christensen, (hereinafter "Christensen"). Dykman and Christensen are collectively referred to herein as the "Parties."

The Parties now desire to settle all existing disputes and claims among them relating to the boundary between their adjoining properties located in Bannock, County, Idaho, and intend to do so through the terms of this Stipulated Boundary Agreement.

Therefore, in consideration of the mutual promises detailed herein, the Parties agree as follows:

1. The Parties, prior to the execution of this Agreement, with the assistance of their respective agents, have marked a new boundary line separating their adjoining properties, (the Agreed Boundary). The Agreed Boundary between the Parties adjoining properties shall be described as follows: Beginning on the Westerly edge of Lot 3, Block 1 of Iron Eagle Estates Division 3 two feet south of the Northwest corner of said Lot; thence along a line running eastward, two feet south of the northern line of Lot 3, Block 1 of Iron Eagle Estates Division 3; thence continuing eastward across Bogey Lane to the west line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence north two feet to the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence along the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3 to the west line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence south two feet along the eastern line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence eastward along a line that is two feet south of the north line of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3.

2. Contemporaneously with the execution of this Agreement, Dykman shall execute a Quitclaim Deed transferring to Christensen all of Dykman's right, title and interest in the northern two feet of Lot 3, Block 1 of Iron Eagle Estates Division 3, the northern two feet of Bogey Lane, and the northern two feet of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3. A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "A". The cost of preparing and recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded.

3. Contemporaneously with the execution of this Agreement, Christensen shall execute a Quitclaim Deed transferring to Jeremy James McLaughlin and Trina Don McLaughlin all of Christensen's right, title and interest in Lot 1, Block 2 of Iron Eagle Estates Division 3 (the "McLaughlin Property"). A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "B". The cost of preparing and

recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded..

4. Dykman shall construct a 6-foot-tall vinyl fence along the southern side of the Agreed Boundary, wholly within the south side of the Agreed Boundary. The Parties will collaborate with Lee Buetts of Buetts Fence to ensure that the fence is constructed in the proper location. Dykman will pay all costs of constructing the fence. The fence must run parallel to the Agreed Boundary on the southern side of the Agreed Boundary. The fence shall frame the McLaughlin Property at right angles on the McLaughlin side of their property line.

5. Dykman will pay Tina Christensen $12,075.00, using a cashier's check, within 5 business days following the execution of this Agreement and the execution and delivery of the required deeds.

6. Upon execution of this Agreement and the required deeds, Christensen will waive and release any rights it may claim pursuant to the Idaho Code § 42-1102 for an irrigation easement across the lands south of the Agreed Boundary. Christensen will deal with any changes to its irrigation system on its property without assistance from Dykman. Tina Christensen and the Dixie Marie Christensen Separate Property Trust have, and shall retain, all other rights of way for a ditch, canal, or conduit to convey water to the place of use for the purposes of irrigation of the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust pursuant to Idaho Code § 42-1102.

7. The horse fence and existing chain link fence around the Christensen property shall not be disturbed in any way by Dykman, or employees or agents thereof.

8. Dykman shall, at their own expense, remove the asphalt, curbing and gutter that extends beyond the agreed upon property line. Dykman shall also fill in with dirt and level the ground where the asphalt, curbing and gutter are removed. All gravel placed on Christensen property by Dykman shall be removed by Dykman, and no gravel shall be placed on the Christensen property by Dykman in the future.

9. Christensen and its agent or agents shall never connect any other fence or object to the vinyl fence constructed by Dykman.

10. Dykman, and/or his or their employees, contractors, or other associated workers shall never enter onto any parcel of land owned by Tina Christensen or the Dixie Marie Christensen Separate Property Trust without express written permission from Tina Christensen. The Dykman Parties shall contact Tina Christensen for written permission for entrance onto the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust prior to each entrance.

11. Tina Christensen has Power of Attorney and certifies that she is authorized to act for and on behalf of the Trustee of the Dixie Marie Christensen Separate Property Trust,

and to sign this Agreement, and Tina Christensen shall personally indemnify and hold Dykman harmless should this certification prove to be incorrect.

12. The Parties retain their rights to enforce this Agreement and may seek all remedies available under applicable civil and criminal law, including specific performance. In the event of a breach by a party of the terms of this Agreement, the Parties agree that the Party claiming the breach shall give 30 days' written notice of the alleged breach, during which the breaching party will have the right to cure the breach before the other party may seek civil or criminal remedies.

13. The Parties each release and discharge the other from any and all claims which they may have against each other as of the date of execution of this Agreement. This mutual release does not release the Parties from the performance of their obligations stated herein and the Parties may sue to enforce the obligations agreed to.

14. Each Party shall bear their own attorney fees and costs incurred up to and including the execution of this Agreement.

15. The following is correct contact information for the Parties:

Dixie Marie Christensen Separate Property Trust, Tina Christensen, Trustee Dixie Christensen	Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, Ron Dykman individually
Tina Christensen 4645 Navajo Street Pocatello ID 83204 208-234-7177 Attorney: Jason Brown May, Rammell & Wells 216 West Whitman Pocatello, Idaho 83204 208-233-0132	Ron Dykman 4133 N Garton Ln Pocatello, ID 83204 208-221-3105 Attorney: Ron Kerl Cooper & Larsen 151 North 3rd Avenue, 2nd floor Pocatello, Idaho 83205 208-235-1145

16. Dykman does indemnify Christensen and will warrant and defend her against all claims to the property deeded to her by Dykman as a result of this Agreement.

17. Within thirty (30) days of execution of this Agreement by the Parties, Dykman shall take all actions necessary to make lot adjustments with the City of Pocatello pursuant to this Agreement, including the actions necessary to vacate the two feet of Bogey Lane that are currently designated as a road.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of:

October 16, 2024.

Tina Christensen, individually, and as Attorney-in-Fact for Dixie Marie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust

October 14, 2024.

Ron Dykman, individually, and as Agent for Dykman Realty, LLC and Dykman Construction, Inc.

STATE OF IDAHO)
ss
County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared **Ron Dykman**, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same individually and as the Authorized Agent of Dykman Construction, Inc. and Dykman Realty, LLC.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

RALPH RONALD KERL
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION NO. 58386

NOTARY PUBLIC for Idaho
Residing at: Pocatello

STATE OF IDAHO)
ss
County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared **Tina Christensen,** known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same, individually and as the Attorney-in-Fact for Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

EMMA H SPAULDING
(SEAL) No. 20230854
NOTARY PUBLIC
Expires: 02/21/2029
STATE OF IDAHO

NOTARY PUBLIC for Idaho
Residing at: Bannock County, Pocatello, ID

ATTACHMENT C

WRITTEN CORRESPONDENCE (VIA EMAIL)

From: Lewis, Matthew
To: Rick Mowrey
Cc: Babb, Becky; McLane, Brent; Anglesey, James; Flynn, Jennifer
Subject: RE: project# vac24-0003
Date: Friday, January 24, 2025 8:16:00 AM

Mr. Mowery please be advised that your correspondence has been received and will be provided to the Mayor and City Council for consideration. Thank you for your submission.

Matthew G. Lewis, M.S.
Senior Planner
Planning & Development Services
Phone: (208)234-6190
www.pocatello.gov

-----Original Message-----
From: Rick Mowrey <idahoelkhunter@me.com>
Sent: Thursday, January 23, 2025 4:19 PM
To: Planning <Planning@pocatello.gov>
Subject: project# vac24-0003

I Rick Mowrey 4160 Tech Farm Rd. Pocatello ID 83204.
I AM in favor of vacating land for 4044 Tech Farm Rd., Pocatello, ID 83204 At the north end of Bodie Lane pocatello, ID 83204 Per project #VAC24-0003
01/23/2025

Sent from my iPhone

SURVEYORS CERTIFICATE

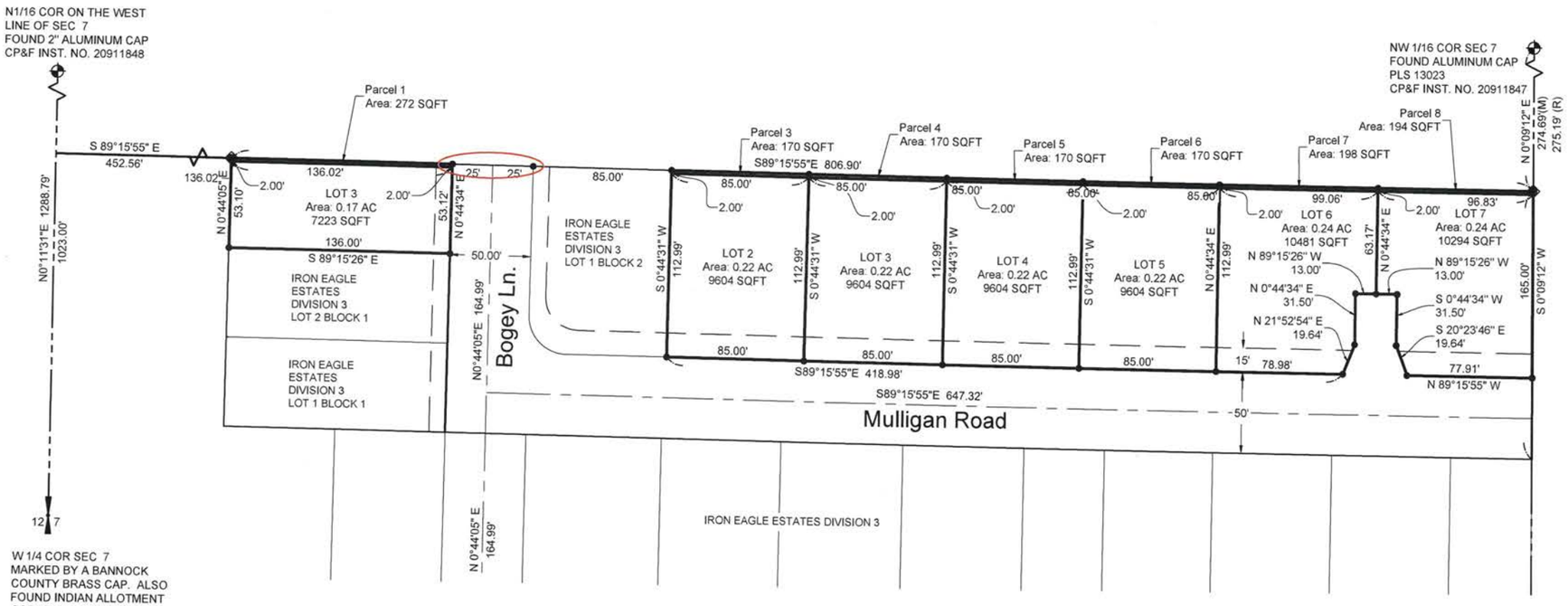
I, Chris G. Street, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

PROFESSIONAL LAND SURVEYOR REGISTERED 12224 STATE OF IDAHO CHRIS G. STREET

PRELIMINARY

Chris G Street License No. 12224 Date

PART OF GOVERNMENT LOT 2, SECTION 7, T. 7 S., R. 35 E.B.M. CITY OF POCATELLO BANNOCK COUNTY, IDAHO



W 1/4 COR SEC 7 MARKED BY A BANNOCK COUNTY BRASS CAP. ALSO FOUND INDIAN ALLOTMENT CORNER S 81°19'02" W 0.20 FEET, FROM BRASS CAP. CP&F INST. NO. 762166

LEGEND

- NORTHERLY 2 FEET OF EACH LOT
- 1/16 SECTION CORNER CONTROL
- 1/4 SECTION CORNER CONTROL
- FOUND 1/2" IRON ROD P.L.S. 2341
- FOUND IRON ROD WITH ALUMINUM CAP MARKED P.L.S. 13023 OR OTHERWISE STATED P.L.S.
- SECTION LINE
- EASEMENT LINE
- (R) RECORD OF SURVEY INST. NO. 2211258
- (M) MEASURED

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DRAWN BY	DESIGN BY	CHECK BY
MG	HLE	CGS

JOB NO: 2023-229

DATE: December 1, 2023

REVISIONS	DATE

BOUNDARY LINE ADJUSTMENT
IRON EAGLE DIVISION 3

SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO. 1 OF 1 SHEETS

Z:\Projects\00-2023 Projects\23-229 Iron Eagle Estates Boundary Line Adjustment\3-CAD\Survey\23-229 Iron Eagle Estates Boundary Line Adjustment.dwg

CITY OF POCATELLO

Planning & Development Services

#7

POCATELLO CITY COUNCIL
PUBLIC HEARING: FEBRUARY 6, 2025
EXECUTIVE SUMMARY

REQUEST – PLANNED UNIT DEVELOPMENT (PUD) APPLICATION:
David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Planned Unit Development (PUD). The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less). The request is to allow for lot size averaging to construct eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking. The subject property is zoned Residential-Commercial-Professional (RCP) which allows the use outright.

RECOMMENDATION:
In consideration of the application, information provided by City Staff and public testimony the Planning and Zoning Commission recommends **APPROVAL** of the Aspen Place Planned Unit Development from David Assan on behalf of Gate City Builders finding the application **DOES** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code with conditions as outlined in Findings of Fact (attached).

ATTACHMENTS:
a. Planning & Zoning Commission Findings of Fact
b. Planning & Zoning Commission Staff Report Packet

911 N 7th Avenue
Pocatello, ID 83201
Office: (208) 234-6184
www.pocatello.gov

ATTACHMENT A

PLANNING AND ZONING COMMISSION FINDINGS OF FACT AND RECOMMENDATION

FINDINGS OF FACT AND RECOMMENDATION

CITY OF POCATELLO
PLANNING & ZONING COMMISSION
PUBLIC HEARING JANUARY 8, 2025

PROJECT:	Aspen Place Planned Unit Development
APPLICANT/OWNER:	David Assan of Sunrise Engineering -representing Gate City Builders
SURVEYOR/ENGINEER:	Matt Baker of Sunrise Engineering
LOCATION:	Four separate parcels located at 2806 S. 5th Avenue
FILE:	PUD24-0002

I.REQUEST: David Assan of Sunrise Engineering on behalf of Gate City Builders, submitted an application for a Planned Unit Development (PUD). The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less). The subject property is zoned Residential-Commercial-Professional (RCP) with a future land use map designation of Mixed-Use (MU). The request is to allow for lot size averaging to construct eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

II. PUBLIC HEARING: A public hearing was held before the Planning & Zoning Commission on the evening of January 8, 2025. The Chair opened the public hearing. The applicant's representative provided information regarding the application. Staff provided a brief presentation noting that the application meets the requirements of Municipal Code with conditions attached. The Chair asked for public testimony both in favor, neutral and apposed to the application. No testimony was received. The Chair closed the public hearing.

III. NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property. Utility providers and affected City departments were provided notice on 12/5/2024. As of Wednesday December 18, 2024, no comments have been received from utility providers and affected City departments with exception of the Public Works Memorandum.

IV. CRITERIA FOR REVIEW: The Planning and Zoning Commission shall review the facts and circumstances for each application in terms of the following criteria:

Table 1. PUD Review Criteria Analysis

REVIEW CRITERIA (17.01.140 C):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**17.02.140 C.1**	**The project provides alternative methods of land development;**
			FINDING	The applicant is proposing that the following be considered as an alternative method of land development for reasons illustrated in the project narrative associated with the application (Attachment A). The applicant has designed the project to provide a safe, attractive development with the stated intent providing high quality housing to the area for both students and families. The subject site is designed to incorporate a recreation area for residents as required by code for a PUD.

				The applicant is proposing to utilize lot size averaging as called out in City Code 17.02.140 G. See the staff analysis under this subsection for an evaluation of the proposed lot size averaging.
☒	☐	☐	**17.02.140 C.2**	**The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;**
			FINDING	The site consists of 4 parcels encompassing 5.56-acres (more or less). Land uses adjacent to and near the proposed development include Rest Lawn Cemetery to the south, a manufactured home community to the east/northeast, a mixed commercial use adjacent the northern boundary and Ross Park with a community trail to the west. The property is zoned RCP which allows the use outright. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5") in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D). Such will provide a more pedestrian friendly experience and would be in line with the proposed cross section envisioned with the Brownfields Study area in addition to providing an amenity for the residence of the apartments and general public.
☒	☐	☐	**17.02.140 C.3**	**The project conserves natural and topographic features;**
			FINDING	The subject site consists of minimal grade thus development is not subject to Hillside Development or Sensitive Land Standards.
☒	☐	☐	**17.02.140 C.4**	**The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;**
			FINDING	Existing infrastructure such as but not limited to water and sewer is available adjacent S. 5th Avenue. Utility connections will be subject to review at the time a preliminary/final plat application is submitted. Once complete, these services are adequate to serve the property.
☒	☐	☐	**17.02.140 C.5**	**The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;**
			FINDING	Each eighteen (18)-plex will consists of twelve (12) 2-bedroom units and six (6) one (1) bedroom units on a lot measuring 5,662 sq.ft. (more or less).
☒	☐	☐	**17.02.140 C.6**	**The project emphasizes architectural design and aesthetic value; and**
			FINDING	The project provides multi-family units are architecturally designed providing for a pleasing aesthetic value to the project and surrounding areas. The multi-family buildings will have vinyl siding, perforated metal soffit and a colored accent band. Staff recommends that earth-tone colors be used where possible.
☒	☐	☐	**17.02.140 C.7**	**The project emphasizes provision of open spaces and quality recreation areas and facilities;**
			FINDING	See analysis under section 17.01.140.D.4

Table 2. PUD General Standards Analysis

REVIEW CRITERIA (17.01.140 D):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	17.02.140 D.1	**Ownership or Unitary Control: A PUD shall be under single ownership or unified control throughout the entire planning stage and the completion of all approved infrastructure to ensure that development is accomplished as planned. Proof of single ownership or unified control is required and may be demonstrated by a deed showing a single owner, restrictive covenants of a property owners' association, or otherwise as approved by the city.**
			FINDING	A Title Report has been submitted with the application showing NKA Bareground as the owner of the subject parcel. Additionally, a signed and notarized Affidavit of Legal Interest from Gary Ratliff and Jonathan Vincent was provided as part of the application allowing Sunrise Engineering to submit the PUD Application on their behalf. The applicant will be responsible to provide a draft Declaration of Covenants, Conditions and Restrictions (CC&R'S) prior to recording a Final Plat.
☒	☐	☐	17.02.140 D.2	**Integration: In the design process, particular effort shall be made to integrate a PUD proposal with the surrounding natural and built out environment. Particular attention shall be paid to proposed traffic patterns, pedestrian circulation, surrounding land uses, and drainage patterns.**
			FINDING	There is one (1) point of ingress/egress to the development via South 5th Avenue. Public Works and Traffic Department personnel are requiring that the approach, as proposed, be moved to the north to line up with Garden Street to the west which extends between S. 4th & 5th Avenues. This results in the Apartment building on Lot 1 to be relocated to the proposed multi-use stormwater/recreation area located adjacent South 5th Avenue. The latter shall be moved to Lot 1. The parking area shall be dedicated as shared common lot area and at no point may gates or other obstructions be placed within the parking and access area so as to prevent fire access through said parking area. The parking lot shall be maintained by the future Homeowners Association in perpetuity who shall be responsible for all maintenance and snow removal.
☒	☐	☐	17.02.140 D.3	**Subdivision Requirements: Any PUD that includes a subdivision of land shall comply with all standards set forth by the subdivision ordinance of the city. Subdividing of land may not proceed until a proposed PUD has been approved.**
			FINDING	The subject PUD application will be followed by both a preliminary & final plat application to subdivide the property. All standards of the subdivision ordinance shall apply and will be reviewed at the time of application submittal. Any modifications at that time, may require an amendment to the final approved PUD application.
☒	☐	☐	17.02.140 D.4	**Open Space: Regardless of the type of PUD, common open space shall encompass at least twenty percent (20%) of the net land area involved in the development. Rights of way and areas included within private lots**

				shall not be counted toward the required open space. The required common open space shall include, but not be limited to, usable recreation areas and/or facilities (e.g., parks, clubhouses, athletic courts, pools, trails).
			FINDING	The project area as called out in the summary of the request states that there is 5.56 acres of land area, or 242,194 sq. ft. (more or less). The open space dedication states that at least 20% of the net land area involved in the development shall be left for open space. As such, a minimum of 48,439 sq. ft. shall be dedicated as open space and the applicant is proposing 86,348 sq. ft (more or less) which includes all landscape areas between lots and the private recreation areas associated with Lot 9. Please note that the calculation does not include the parking/circulation area.
☒	☐	☐	**17.02.140 D.5**	**Grading and Vegetation: All lands graded and/or stripped of vegetation, except private residential yards, shall be revegetated by the developer in a timely manner with approved species adapted to site conditions. Revegetation plans shall be submitted to and approved by the city engineer or designee prior to grading**
			FINDING	A landscaping plan shall be reviewed and approved at the time of building permit. Said plan shall be designed as outlined under Condition #5 and the cross section (see Attachment D). The applicant shall receive approval by the city engineer or designee prior to grading. See recommended condition #7 concerning future landscaping.
☒	☐	☐	**17.02.140 D.6**	**Time Frame: For any approved PUD, physical construction of approved infrastructure shall begin within three (3) years of final approval of the PUD. Grading or landscaping does not constitute physical construction. Build-out of the PUD infrastructure shall be completed within five (5) years of final approval. If not complete, the PUD becomes null and void and reapplication is required thereafter. If requested, the planning and zoning commission may consider granting time extensions for the PUD time frames described herein. Extensions shall not exceed a one year period, and requests for such extensions shall be received by the city at least three (3) months prior to the expiration date. These time limits may be as otherwise adjusted and approved through the PUD process.**
			FINDING	The applicant has not indicated that the PUD will be constructed in phases.
☒	☐	☐	**17.02.140 D.7**	**Planned Unit Development to Run with The Land: A planned unit development granted pursuant to the provisions of this chapter shall continue for the approved use upon a change of property ownership, subject to the same conditions and terms of approval.**
			FINDING	All conditions and terms of approval shall run with the land and shall apply upon any change in ownership.

Table 3. PUD Development Standards in Residential Zoning Districts Analysis

REVIEW CRITERIA (17.01.140 G):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**17.02.140 G.1**	**Lot size averaging may be used provided that the overall density does not exceed the maximum number of dwelling units per acre allowed by the underlying zoning district, plus up to twenty percent (20%).**

			FINDING	Municipal Code requires a minimum of 1,452 sq.ft. per unit for multi-family or in this case 26,136 sq.ft. per 18-plex for a total of 209,088 sq.ft. (8 x 26,136) or 4.80 acres for the eight (8) 18-plex structures. The RCP zoning district allows a maximum number of thirty (30) dwelling units per acre. Past interpretation of lot size averaging on separate applications has indicated that lot size averaging may include the common area of the project into the lot size average calculation. The Commission finds that the overall density does not exceed the maximum number of dwelling units per acre allowed by Municipal Code. The average minimum lot size meets the minimum requirement of the RCP zoning district.
☒	☐	☐	**17.02.140 G.2**	**Uses permitted in the neighborhood commercial and residential commercial professional districts may constitute up to twenty five percent (25%) of the net land area within a residentially zoned PUD.**
			FINDING	The applicant is proposing to develop multi-family structures outright in the RCP zoning district.
☒	☐	☐	**17.02.140 G.3**	**Open space (common area) shall conform to the general standards set forth in subsection D4 of this section.**
			FINDING	See analysis under subsection D4 regarding open space requirements.
☒	☐	☐	**17.02.140 G.4**	**Residential PUDs shall meet minimum off street parking requirements for residential components. A reduction of up to ten percent (10%) from minimum off-street parking requirements may be allowed for nonresidential uses.**
			FINDING	Based on Municipal Code Section 17.05.570-1 one & one-half (1.5) off-street parking spaces are required per apartment unit with one (1) required for the single bedroom units resulting in a total of 192 off-street parking spaces. A total of 259 (259) parking spaces are proposed.
☒	☐	☐	**17.02.140 G.5**	**Architectural design principles shall be approved for each PUD and shall be enforced by the property owner(s) or a property owners' association. The standards shall address. a. Style or type of building; b. Color scheme; and c. Building materials.**
			FINDING	See Section 17.02.140 C.6.

V. PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application, information provided by City Staff and public testimony the Planning and Zoning Commission recommends **APPROVAL** of the Aspen Place Planned Unit Development from David Assan on behalf of Gate City Builders finding the application **DOES** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code with the following conditions attached

1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. All comments provided in the Public Works Memorandum dated December 18, 2024 and hereby attached, shall be strictly adhered to;
3. All open space designated as part of the subject PUD shall be maintained by the future Homeowner's Association subject to the standards of Municipal Code 17.02.140.D.4;
4. The parking area shall be dedicated as shared common area and at no point may any gates or other obstruction be placed within the parking and access area so as to prevent fire access through the parking lot areas as well as the rear yard of each townhome.
5. A street light shall be installed on the north side of the approach.

6. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5") in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D);
7. All proposed amenities shall be complete with each phase as proposed;
8. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code. Said plan shall include a planting schedule which includes the type of vegetative, non-vegetative cover, and tree type and size;
9. All approved architectural standards shall be enforced by the Homeowner's Association per Municipal Code 17.02.140.G.5; and
10. All other standards or conditions of Municipal Code not herein stated but applicable to the Planned Unit Development, land subdivision and residential development shall apply.

Rich Phillips, Chair
Planning & Zoning Commission
Authorized to sign 1/8/2025

STATE OF IDAHO)

ss:

County of Bannock)

On this 13th day of January, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Rich Phillips, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

Aceline McCulla
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho

ATTACHMENT B

PLANNING AND ZONING COMMISSION STAFF REPORT PACKET

Planning & Development Services
PLANNING SERVICES NEIGHBORHOOD & COMMUNITY SERVICES
911 NORTH 7TH AVENUE | P.O Box 4169 POCATELLO, IDAHO 83205-4169 208.234.6184 WEB https://www.pocatello.us

PLANNING & ZONING COMMISSION
MEETING JANUARY 8, 2025
STAFF REPORT

PROJECT:	Aspen Place PUD	**FILE # PUD24-0002**
APPLICANT/OWNER:	David Assan of Sunrise Engineering -representing Gate City Builders	
SURVEYOR/ENGINEER:	Matt Baker of Sunrise Engineering	
REQUEST:	Planned Unit Development application	
TITLE REPORT:	Title report was submitted and reviewed	
LOCATION:	Four separate parcels located at 2806 S. 5th Avenue	
STAFF:	Matthew G. Lewis M.S., Senior Planner	

PLEASE NOTE: The staff report was completed 10 days before the due date mainly in light of the Holidays. This being the case there may be additional information provided to the Commission at their January 8, 2025 meeting.

GENERAL BACKGROUND

REQUEST: David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Planned Unit Development (PUD). The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less). The subject property is zoned Residential-Commercial-Professional (RCP) with a future land use map designation of Mixed-Use (MU). The request is to allow for lot size averaging to construct eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

DENSITY & LOT DESIGN: The above noted parcel is zoned Residential-Commercial-Professional (RCP). The subject PUD will be followed by a subdivision application. Common areas will be provided for parking, open space and storm water retention with said areas being dedicated and maintained by the homeowner's association. See further discussion from staff under section 17.02.140.G.1 regarding density and lot design.

Each eighteen (18)-plex will consists of twelve (12) 2-bedroom units and six (6) one (1) bedroom units on a lot measuring 5,662 sq.ft. (more or less). Based on Municipal Code Section 17.05.570-1 one & one-half (1.5) off-street parking spaces are required per two (2) bedroom unit and one (1) required for the single bedroom units resulting in a total of 192 off-street parking spaces. A total of 259 (259) parking spaces are proposed.

NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property. No public comment has been received as of the completion of the staff report.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City departments were provided notice on 12/5/2024. As of Wednesday December 18, 2024, no comments have been received from utility providers and affected City departments with exception of the Public Works Memorandum.

OPTIONAL MOTIONS:

1. **Approval of the Application**: Motion to recommend approval of the Aspen Place Planned Unit Development from David Assan on behalf of Gate City Builders finding the application **does** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code, **with the conditions of approval** [insert conditions of approval here], and to authorize the Chair to sign the Findings of Fact and Recommendation.

2. **Denial of the Application**: Motion to recommend denial of the Aspen Place Planned Unit Development from David Assan on behalf of Gate City Builders finding the application **does not** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code, **finding that**: [cite findings for denial], and to authorize the Chair to sign the Findings of Fact and Recommendation.

TABLES:

1. PUD Review Criteria Analysis
2. PUD General Standards Analysis

ATTACHMENTS:

A. Planned Unit Development Layout and Response to Review Criteria under 17.01.140 C.
B. Public Works Memorandum dated December 18, 2024
C. Aerial
D. Front Landscaping/Sidewalk Cross Section

Table 1. PUD Review Criteria Analysis

REVIEW CRITERIA (17.01.140 C):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**17.02.140 C.1**	**The project provides alternative methods of land development;**
			Staff Review	The applicant is proposing that the following be considered as an alternative method of land development for reasons illustrated in the project narrative associated with the application (Attachment A). The applicant has designed the project to provide a safe, attractive development with the stated intent providing high quality housing to the area for both students and families. The subject site is designed to incorporate a recreation area for residents as required by code for a PUD. The applicant is proposing to utilize lot size averaging as called out in City Code 17.02.140 G. See the staff analysis under this subsection for an evaluation of the proposed lot size averaging.
☒	☐	☐	**17.02.140 C.2**	**The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;**

			Staff Review	As noted above, the site consists of 4 parcels encompassing 5.56-acres (more or less). Land uses adjacent to and near the proposed development include Rest Lawn Cemetery to the south, a manufactured home community to the east/northeast, a mixed commercial use adjacent the northern boundary and Ross Park with a community trail to the west. The property is zoned RCP which allows the use outright. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5") in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D). Such will provide a more pedestrian friendly experience and would be in line with the proposed cross section envisioned with the Brownfields Study area in addition to providing an amenity for the residence of the apartments and general public.
☒	☐	☐	**17.02.140 C.3**	**The project conserves natural and topographic features;**
			Staff Review	The subject site consists of minimal grade thus development is not subject to Hillside Development or Sensitive Land Standards.
☒	☐	☐	**17.02.140 C.4**	**The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;**
			Staff Review	See Staff review under 17.02.140 C.2 above. Existing infrastructure such as but not limited to water and sewer is available adjacent S. 5th Avenue. Utility connections will be subject to review at the time a preliminary/final plat application is submitted. Once complete, these services are adequate to serve the property.
☒	☐	☐	**17.02.140 C.5**	**The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;**
			Staff Review	As noted above each eighteen (18)-plex will consists of twelve (12) 2-bedroom units and six (6) one (1) bedroom units on a lot measuring 5,662 sq.ft. (more or less).
☒	☐	☐	**17.02.140 C.6**	**The project emphasizes architectural design and aesthetic value; and**
			Staff Review	The project provides multi-family units are architecturally designed providing for a pleasing aesthetic value to the project and surrounding areas. The multi-family buildings will have vinyl siding, perforated metal soffit and a colored accent band. Staff recommends that earth-tone colors be used where possible.
☒	☐	☐	**17.02.140 C.7**	**The project emphasizes provision of open spaces and quality recreation areas and facilities;**
			Staff Review	See staff analysis under section 17.01.140.D.4

Table 2. PUD General Standards Analysis

REVIEW CRITERIA (17.01.140 D):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**17.02.140 D.1**	**Ownership or Unitary Control: A PUD shall be under single ownership or unified control throughout the entire planning stage and the completion of all approved infrastructure to ensure that development is accomplished as planned. Proof of single ownership or unified control is required and may be demonstrated by a deed showing a single owner, restrictive covenants of a property owners' association, or otherwise as approved by the city.**
			Staff Review	A Title Report has been submitted with the application showing NKA Bareground as the owner of the subject parcel. Additionally, a signed and notorized Affidavit of Legal Interest from Gary Ratliff and Jonathan Vincent was provided as part of the application allowing Sunrise Engineering to submit the PUD Application on their behalf. The applicant will be responsible to provide a draft Declaration of Covenants, Conditions and Restrictions (CC&R'S) prior to recording a Final Plat.
☒	☐	☐	**17.02.140 D.2**	**Integration: In the design process, particular effort shall be made to integrate a PUD proposal with the surrounding natural and built out environment. Particular attention shall be paid to proposed traffic patterns, pedestrian circulation, surrounding land uses, and drainage patterns.**
			Staff Review	There is one (1) point of ingress/egress to the development via South 5th Avenue. Public Works and Traffic Department personnel are requiring that the approach, as proposed, be moved to the north to line up with Garden Street to the west which extends between S. 4th & 5th Avenues. This results in the Apartment building on Lot 1 to be relocated to the proposed multi-use stormwater/recreation area located adjacent South 5th Avenue. The latter shall be moved to Lot 1. The parking area shall be dedicated as shared common lot area and at no point may gates or other obstructions be placed within the parking and access area so as to prevent fire access through said parking area. The parking lot shall be maintained by the future Homeowners Association in perpetuity who shall be responsible for all maintenance and snow removal.
☒	☐	☐	**17.02.140 D.3**	**Subdivision Requirements: Any PUD that includes a subdivision of land shall comply with all standards set forth by the subdivision ordinance of the city. Subdividing of land may not proceed until a proposed PUD has been approved.**
			Staff Review	The subject PUD application will be followed by both a preliminary & final plat application to subdivide the property. All standards of the subdivision ordinance shall apply and will be reviewed at the time of application submittal. Any modifications at that time, may require an amendment to the final approved PUD application.

☒	☐	☐	**17.02.140 D.4**	**Open Space: Regardless of the type of PUD, common open space shall encompass at least twenty percent (20%) of the net land area involved in the development. Rights of way and areas included within private lots shall not be counted toward the required open space. The required common open space shall include, but not be limited to, usable recreation areas and/or facilities (e.g., parks, clubhouses, athletic courts, pools, trails).**
			Staff Review	The project area as called out in the summary of the request states that there is 5.56 acres of land area, or 242,194 sq. ft. (more or less). The open space dedication states that at least 20% of the net land area involved in the development shall be left for open space. As such, a minimum of 48,439 sq. ft. shall be dedicated as open space and the applicant is proposing 86,348 sq. ft (more or less) which includes all landscape areas between lots and the private recreation areas associated with Lot 9. Please note that the calculation does not include the parking/circulation area. (Note: Land dedicated as open space shall be permanently maintained by either private covenants attached to and made part of the plan, or if suitable and mutually agreeable to the applicant and the city, by public dedication. If open space is to be maintained through private covenants, the director may require, prior to recording of any final plat, establishment of a homeowners' association and/or either: a. Completed improvements, development, and dedication of open space features; b. Posting of a bond sufficient to assure completion of improvements, development, and dedication of open space features.)
☒	☐	☐	**17.02.140 D.5**	**Grading and Vegetation: All lands graded and/or stripped of vegetation, except private residential yards, shall be revegetated by the developer in a timely manner with approved species adapted to site conditions. Revegetation plans shall be submitted to and approved by the city engineer or designee prior to grading**
			Staff Review	A landscaping plan shall be reviewed and approved at the time of building permit. Said plan shall be designed as outlined under Condition #5 and the cross section (see Attachment D). The applicant shall receive approval by the city engineer or designee prior to grading. See recommended condition #7 concerning future landscaping.
☒	☐	☐	**17.02.140 D.6**	**Time Frame: For any approved PUD, physical construction of approved infrastructure shall begin within three (3) years of final approval of the PUD. Grading or landscaping does not constitute physical construction. Build-out of the PUD infrastructure shall be completed within five (5) years of final approval. If not complete, the PUD becomes null and void and reapplication is required thereafter. If requested, the planning and zoning commission may consider granting time extensions for the PUD time frames described herein. Extensions shall not exceed a one year period, and requests for such extensions shall be received by the city at**

				least three (3) months prior to the expiration date. These time limits may be as otherwise adjusted and approved through the PUD process.
			Staff Review	The applicant has not indicated that the PUD will be constructed in phases.
☒	☐	☐	**17.02.140 D.7**	**Planned Unit Development to Run with The Land: A planned unit development granted pursuant to the provisions of this chapter shall continue for the approved use upon a change of property ownership, subject to the same conditions and terms of approval.**
			Staff Review	All conditions and terms of approval shall run with the land and shall apply upon any change in ownership.

Table 3. PUD Development Standards in Residential Zoning Districts Analysis

REVIEW CRITERIA (17.01.140 G):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**17.02.140 G.1**	**Lot size averaging may be used provided that the overall density does not exceed the maximum number of dwelling units per acre allowed by the underlying zoning district, plus up to twenty percent (20%).**
			Staff Review	Municipal Code requires a minimum of 1,452 sq.ft. per unit for multi-family or in this case 26,136 sq.ft. per 18-plex for a total of 209,088 sq.ft. (8 x 26,136) or 4.80 acres for the eight (8) 18-plex structures. The RCP zoning district allows a maximum number of thirty (30) dwelling units per acre. Past interpretation of lot size averaging on separate applications has indicated that lot size averaging may include the common area of the project into the lot size average calculation. The overall density does not exceed the maximum number of dwelling units per acre allowed by Municipal Code. The average minimum lot size meets the minimum requirement of the RCP zoning district.
☒	☐	☐	**17.02.140 G.2**	**Uses permitted in the neighborhood commercial and residential commercial professional districts may constitute up to twenty five percent (25%) of the net land area within a residentially zoned PUD.**
			Staff Review	The applicant is proposing to develop multi-family structures outright in the RCP zoning district.
☒	☐	☐	**17.02.140 G.3**	**Open space (common area) shall conform to the general standards set forth in subsection D4 of this section.**
			Staff Review	See analysis under subsection D4 regarding open space requirements.
☒	☐	☐	**17.02.140 G.4**	**Residential PUDs shall meet minimum off street parking requirements for residential components. A reduction of up to ten percent (10%) from minimum off-street parking requirements may be allowed for nonresidential uses.**
			Staff Review	Based on Municipal Code Section 17.05.570-1 one & one-half (1.5) off-street parking spaces are required per apartment unit with one (1) required for the single bedroom units resulting in a total of 192 off-street parking spaces. A total of 259 (259) parking spaces are proposed.

☒	☐	☐	**17.02.140 G.5**	**Architectural design principles shall be approved for each PUD and shall be enforced by the property owner(s) or a property owners' association. The standards shall address. a. Style or type of building; b. Color scheme; and c. Building materials.**
			Staff Review	See staff review under section 17.02.140 C.6.

SUMMARY & CONDITIONS:

The Planning and Zoning Commission shall hold a public hearing on this matter and render a recommendation. The Commission shall submit findings of fact and their recommendation to the City Council within forty-five (45) days following the closure of the public hearing. In consideration of the application and proposed development, staff concludes that the Planned Unit Development request is compliant with Pocatello Municipal Code Section 17.02.140. Should the Commission recommend approval of the subject application, staff recommends the following conditions:

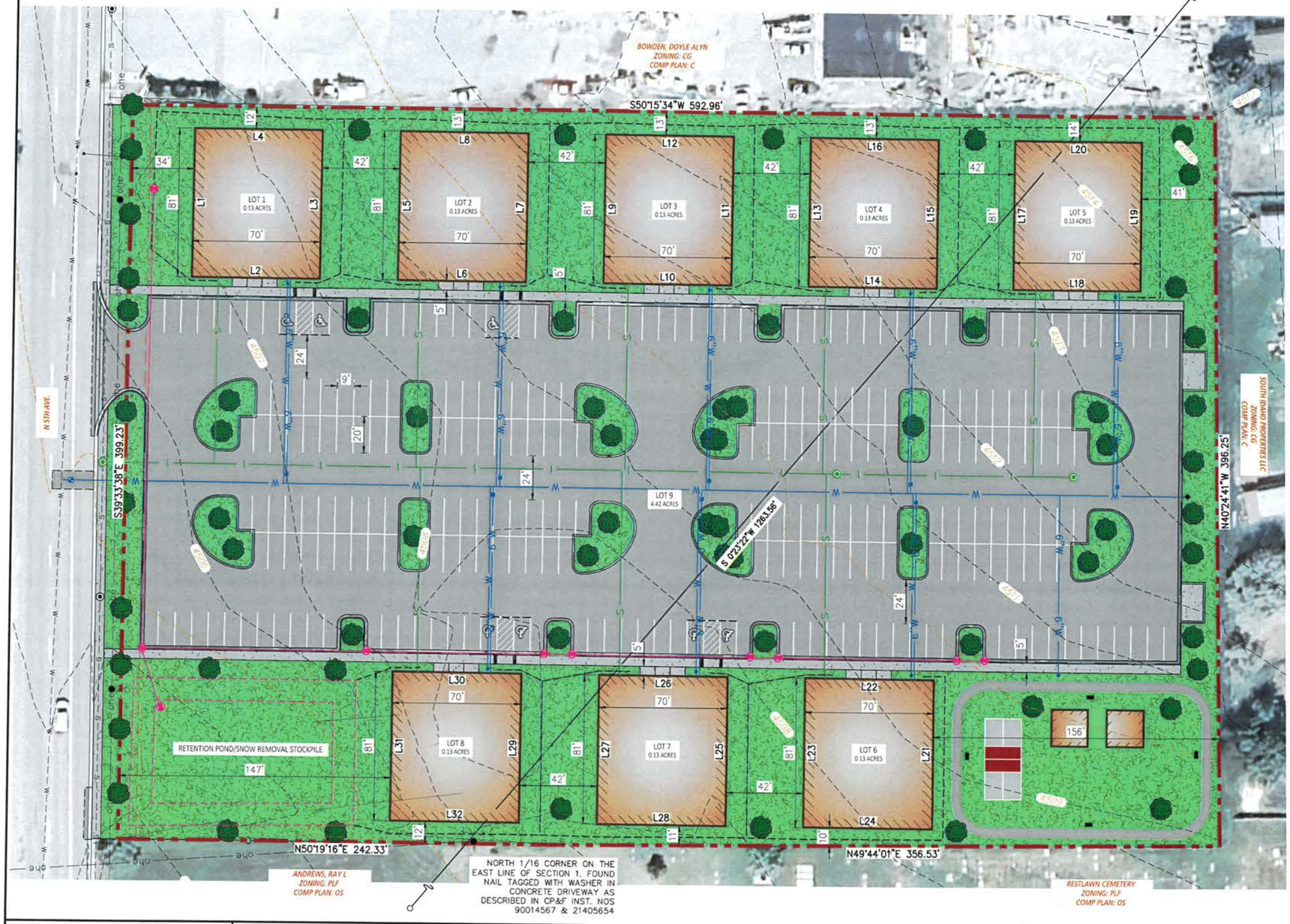
1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. All open space designated as part of the subject PUD shall be maintained by the future Homeowner's Association subject to the standards of Municipal Code 17.02.140.D.4;
3. The parking area shall be dedicated as shared common area and at no point may any gates or other obstruction be placed within the parking and access area so as to prevent fire access through the parking lot areas as well as the rear yard of each townhome.
4. A street light shall be installed on the north side of the approach.
5. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5") in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D);
6. All proposed amenities shall be complete with each phase as proposed;
7. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code. Said plan shall include a planting schedule which includes the type of vegetative, non-vegetative cover, and tree type and size.
8. All approved architectural standards shall be enforced by the Homeowner's Association per Municipal Code 17.02.140.G.5; and
9. All other standards or conditions of Municipal Code not herein stated but applicable to the Planned Unit Development, land subdivision and residential development shall apply.

ATTACHMENT A

PLANNED UNIT DEVELOPMENT LAYOUT & RESPONSE TO REVIEW CRITERIA

PRELIMINARY PLAT FOR:
ASPEN GROVE SUBDIVISION

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



LINE TABLE

NO.	BEARING	LENGTH
L1	S39°33'38"E	81.00'
L2	N50°26'22"E	70.00'
L3	N39°33'38"W	81.00'
L4	S50°26'22"W	70.00'
L5	S39°33'38"E	81.00'
L6	N50°26'22"E	70.00'
L7	N39°33'38"W	81.00'
L8	S50°26'22"W	70.00'
L9	S39°33'38"E	81.00'
L10	N50°26'22"E	70.00'
L11	N39°33'38"W	81.00'
L12	S50°26'22"W	70.00'
L13	S39°33'38"E	81.00'
L14	N50°26'22"E	70.00'
L15	N39°33'38"W	81.00'
L16	S50°26'22"W	70.00'
L17	S39°33'38"E	81.00'
L18	N50°26'22"E	70.00'
L19	N39°33'38"W	81.00'
L20	S50°26'22"W	70.00'
L21	N39°33'38"W	81.00'
L22	S50°26'22"W	70.00'
L23	S39°33'38"E	81.00'
L24	N50°26'22"E	70.00'
L25	N39°33'38"W	81.00'
L26	S50°26'22"W	70.00'
L27	S39°33'38"E	81.00'
L28	N50°26'22"E	70.00'
L29	N39°33'38"W	81.00'
L30	S50°26'22"W	70.00'
L31	S39°33'38"E	81.00'
L32	N50°26'22"E	70.00'

VICINITY MAP



LEGEND

PROPOSED BOUNDARY LINE
PROPOSED PROPERTY LINE
PROPOSED EASEMENT LINE
PROPOSED CENTER LINE
SECTION LINE

EXISTING	PROPOSED
	COUNTOUR LINES
W	WATER LINE
	IRRIGATION LINE
S	SEWER LINE
SD	STORM LINE
OHE UGE	UNDERGROUND / OVERHEAD POWER LINE
G	GAS LINE
T	TELEPHONE / FIBER LINE
CATV	CABLE TV LINE
	SIDEWALK
	STANDARD CURB / RIBBON CURB
	FIRE HYDRANT / WATER VALVE
	WATER METER / WATER SERVICE
	IRRIGATION BOX / IRRIGATION SERVICE
	SEWER MANHOLE
	SEWER SERVICE
	STORM MANHOLE / STORM CATCH BASIN
	STORM INFILTRATION BED
	POWER POLE / POWER BOX
	GAS METER
	TELEPHONE BOX / FIBER OPTIC BOX
	CABLE TV BOX/STREET LIGHT

NOTES

1. CURRENT ZONING: RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP)
2. TOTAL AREA OF SUBDIVISION: 5.45 ACRES
3. LOT SIZE DATA
   PROPOSED MIN: 0.13 ACRES
   THE PROPOSED BUILDING CORNERS ARE THE PROPERTY CORNERS
4. SUBDIVISION STATS
   9 LOTS
5. LOT 9 IS PROPOSED TO BE A COMMON LOT FOR STORM WATER RETENTION, PUBLIC UTILITIES, AND PARKING LOT.
6. SEWER AND WATER TO BE CONNECTED TO THE CITY OF POCATELLO COLLECTION AND DISTRIBUTION SYSTEMS RESPECTIVELY.
7. STORMWATER WILL BE RETAINED ON SITE IN RETENTION POND
8. 259 PARKING SPACE PROVED, 7 OF WHICH ARE ADA SPACES
9. CODES, COVENANTS, AND RESTRICTIONS (CC&R'S) ADDRESSING THE CREATION OF A HOMEOWNER'S ASSOCIATION WILL BE SUBMITTED WITH THE FINAL PLAT.

PRELIMINARY STORM WATER REQ.

NOTE: ALL STORM WATER FOR ENTIRE SUBDIVISION TO BE DIRECTED TO STORM WATER RETENTION POND.

REQUIRED: 20,116 CU FT
PROVIDED: 20,142 CU FT

INTELLECTUAL PROPERTY NOTICE

THE DESIGN, IDEAS, DRAWINGS CONTAINED WITHIN THIS SET OF ASSOCIATED DOCUMENTS ARE THE SOLE PROPERTY OF SE. THEY ARE SUBJECT TO COPYRIGHT OF SE. THEY ARE CREATED, EVOLVED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT. ANY USE OF THESE DRAWINGS, DESIGNS, MATERIALS OR INFORMATION CONTAINED HEREIN, INCLUDING BUT NOT LIMITED TO COPYING OR REPRODUCTION, WHICH IS NOT EXPRESSLY AUTHORIZED BY SE, IS STRICTLY PROHIBITED AS AN INFRINGEMENT OF ITS COPYRIGHT AND WILL RESULT IN ENFORCEMENT UP TO THE FULLEST EXTENT OF THE LAW.

HALF SIZE SCALE (B)
1 INCH = 60 FEET
0 15 30 60
0 15 30 60
1 INCH = 30 FEET
FULL SIZE SCALE (D)

SHEET INFORMATION	
DRAWN BY: TJT	REVIEWER: RMH
CREATED: 10.23.2024	LAST REVISED: 10.28.2024

DEVELOPER INFORMATION	
NAME	GATE CITY BUILDERS
CONTACT	JONATHAN VINCENT
INFO	GATECITYBUILDERS@YAHOO.COM

SHEET NAME:
PRELIMINARY PLAT FOR:
ASPEN GROVE SUBDIVISION

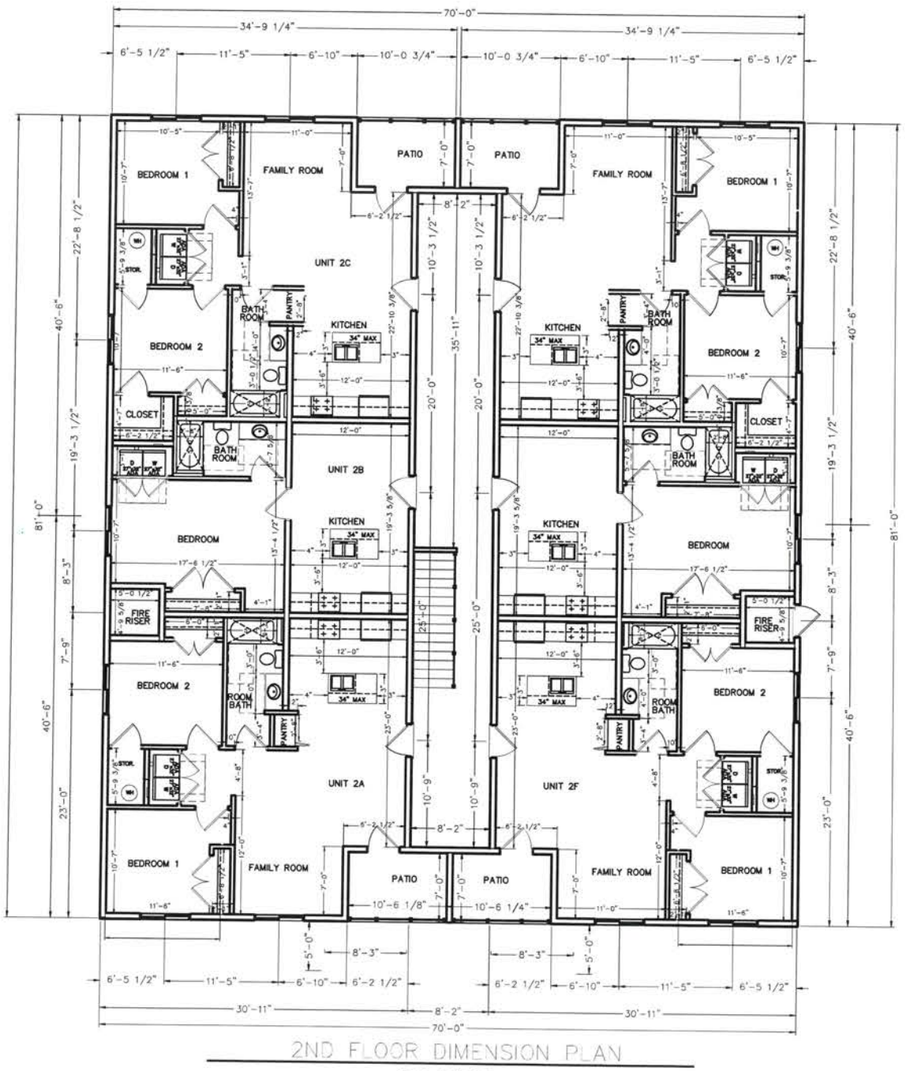
PROFESSIONAL ENGINEER LICENSED ROBERT M. HEUSVELDT STATE OF IDAHO

SUNRISE ENGINEERING
600 EAST OAK STREET, POCATELLO, ID 83201
TELEPHONE 208.234.0110
www.sunrise-eng.com

SHEET NUMBER
1 OF 1

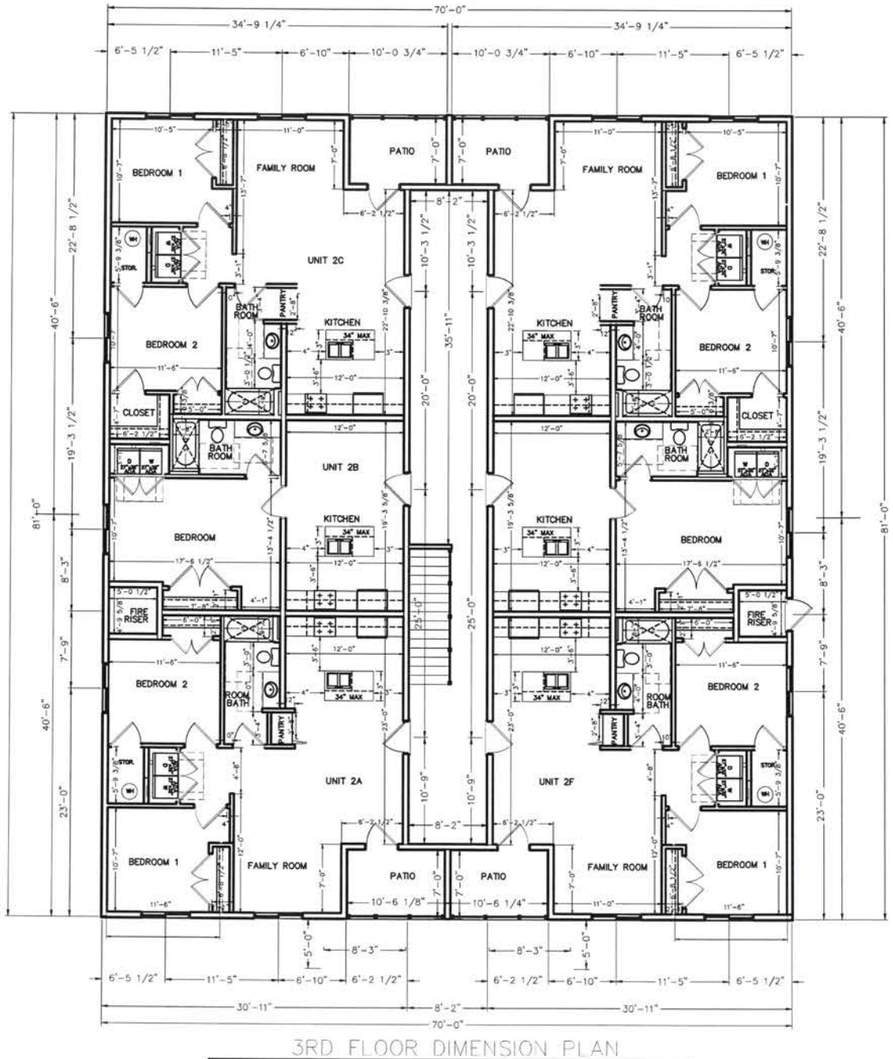
P:\Gate City Builders\10397-University Landing\DWG\SHEETS\university landing-x-package.dwg Oct 28, 2024 11:13am tjtogiai



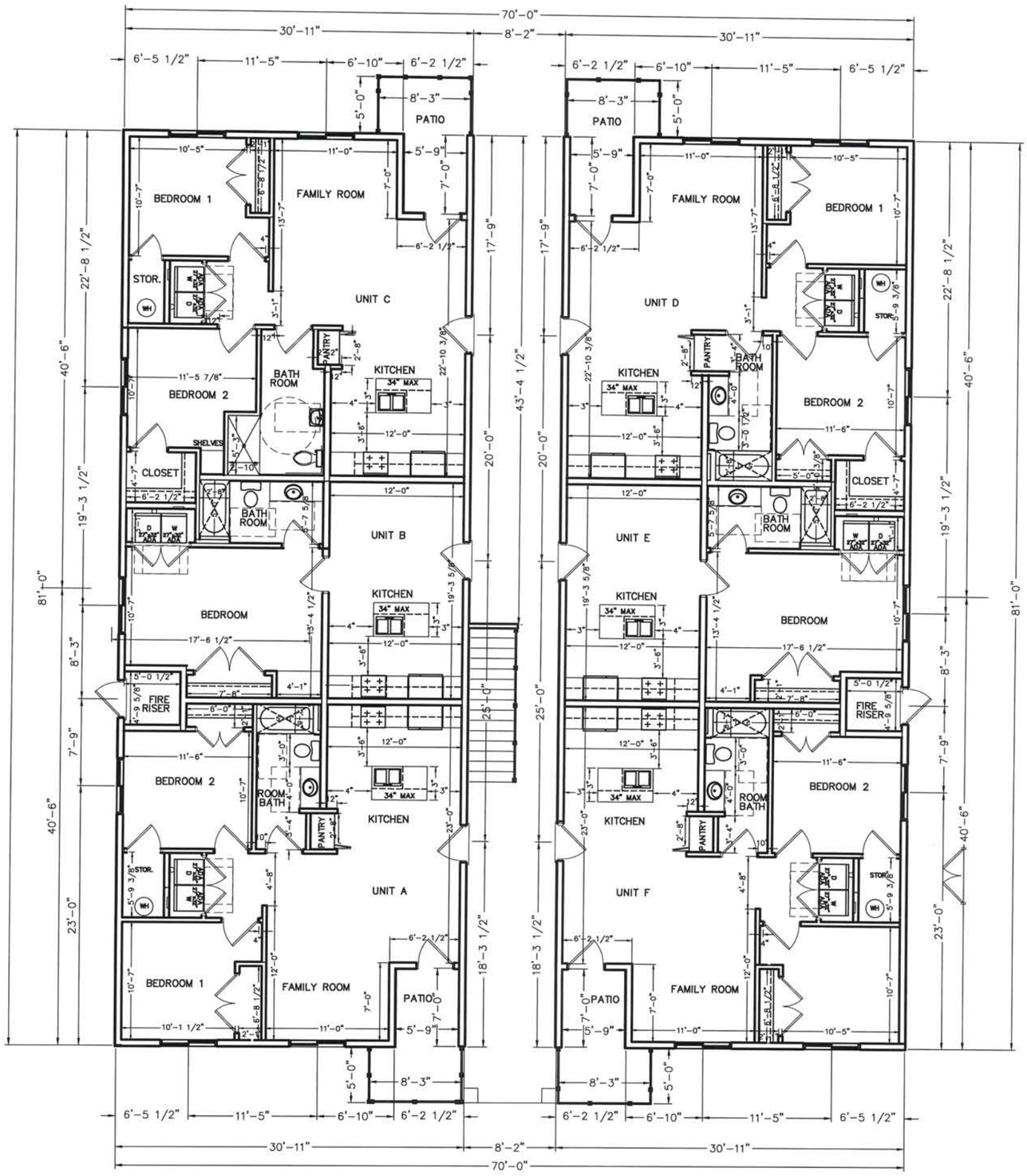


2ND FLOOR DIMENSION PLAN

SCALE: 1/4"=1'-0"



3RD FLOOR DIMENSION PLAN



MAIN FLOOR PLAN

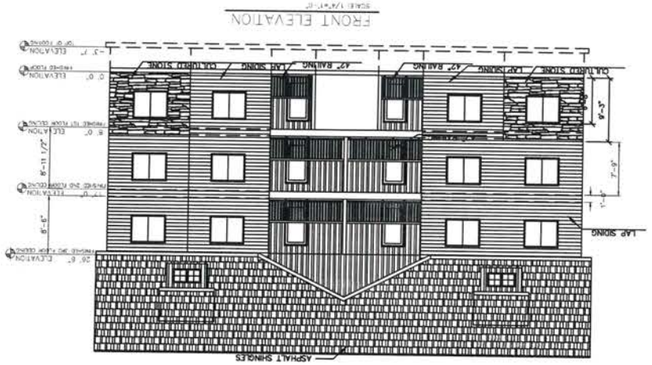
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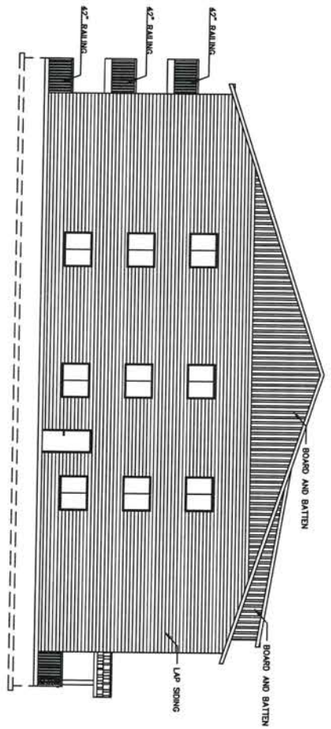


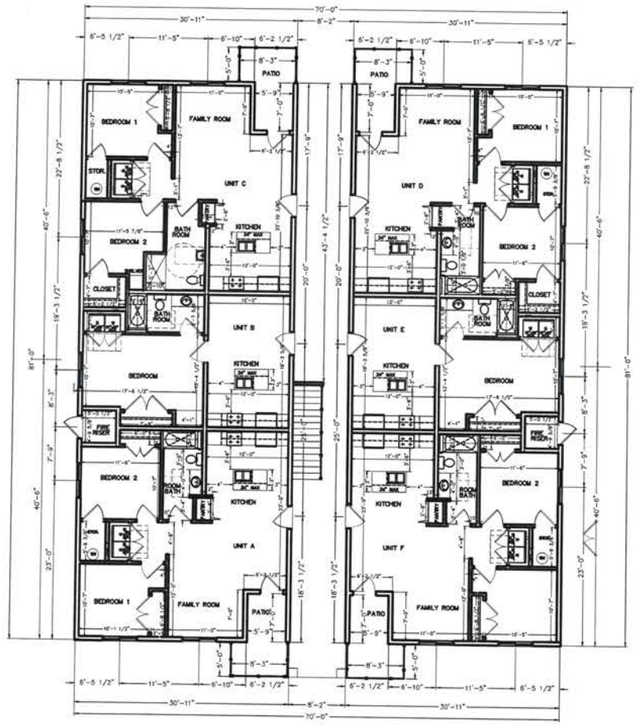
ASPEN GROVE 18 PLEX

2 BEDROOM UNIT 865 SQ. FEET

1 BEDROOM UNIT 582 SQ. FEET

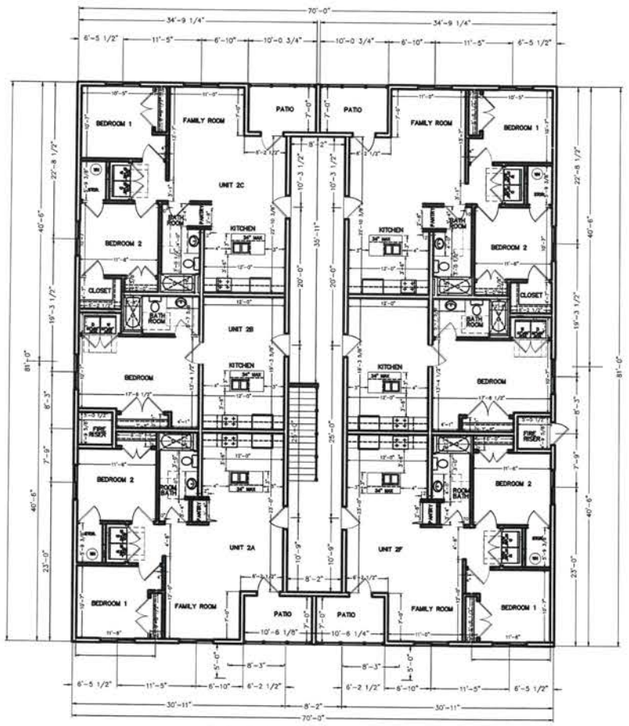






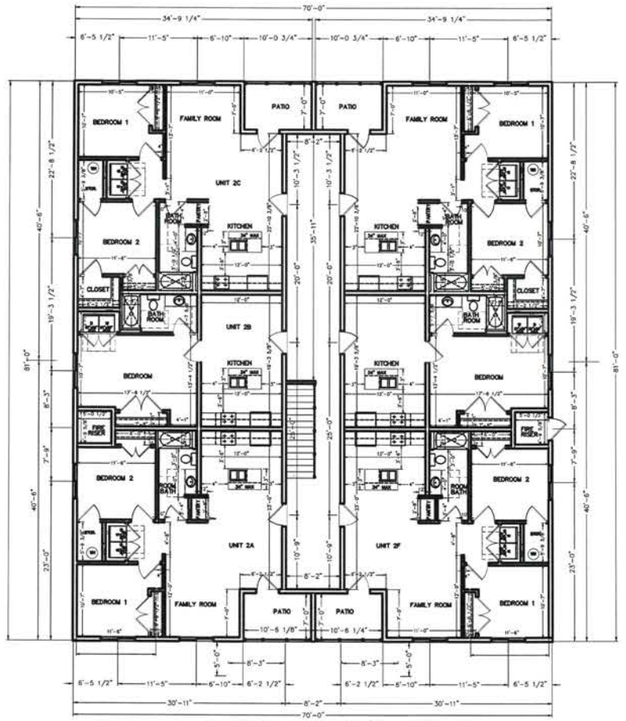
MAIN FLOOR PLAN

SCALE: 1/8"=1'-0"



2ND FLOOR DIMENSION PLAN

SCALE: 1/4"=1'-0"



3RD FLOOR DIMENSION PLAN

SCALE: 1/4"=1'-0"



ASPEN GROVE TB PLEX

2 BEDROOM UNIT 865 SQ. FEET

1 BEDROOM UNIT 582 SQ. FEET

REQUIREMENT 1: The project provides alternative methods of land development;

Response: The current property is partially developed with a single structure and roadway access, with undeveloped land surrounding it. This project proposes to re-develop the property into 8 multi-family units with landscaping and recreational facilities.

REQUIREMENT 2: The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;

Response: The site plan demonstrates the arrangement of buildings and landscape areas, with ample parking and stormwater facilities provided.

REQUIREMENT 3: The project conserves natural and topographic features;

Response: The proposed project minimizes grading activities to only excavations necessary for construction. The landscaping has been designed to provide a uniform layout to improve aesthetics.

REQUIREMENT 4: The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;

Response: The proposed project is located between a Public Land Use site, a commercial site, and a residential subdivision. The design of the site ensures a uniform mix of hardscapes and landscape areas to compliment the neighborhood.

REQUIREMENT 5: The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;

Response: The proposed project will develop 8 residential buildings with 18-units per building suitable for students and families to live across from the Ross Park and within proximity to the University, Zoo and other places of interest. The location of the subdivision approach encourages only right turn unto South 5th Avenue.

REQUIREMENT 6: The project emphasizes architectural design and aesthetic value

Response: The design of the subdivision blends a mix of landscaped areas with the apartment designs, incorporating recreational facilities to create an aesthetically pleasing development.

REQUIREMENT 7: The project emphasizes provision of open spaces and quality recreation areas and facilities.

Response: The project proposes a landscape coverage of 38%, with the development providing a pickleball court and recreational areas. There are 259 parking spaces provided covering 2.16 acres of the property.

ATTACHMENT B

PUBLIC WORKS MEMORANDUM 12/18/24

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169
Phone (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Engineer MB

Date: 12.18.2024

Re: Aspen Grove Apartments - P&Z Preliminary Plat (01.08.2025) Application #PP24-0004

The Public Works Department has reviewed the preliminary plat application for the above-mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. Add cross easements access easement for all utilities, access and CCR's to include future maintenance and replacement plan of said improvements and appurtenances. Provide a recorded copy to the City for the file.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties. Also, there is an easement for refuse pickup that is within the parking area. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Aspen Grove Apartments Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

Development Conditions

1. Switch the retention pond/snow removal stockpile area with Lot 1.
2. Confirm the center line of the proposed approach is lined up with the center line of Garden Street.
3. A street light shall be added at the proposed approach adjacent to S 5th Ave.

4. A traffic calculation and evaluation will need to be submitted at the time of final application.
5. Landscape trees adjacent to S 5th Ave. shall not incumber sight distance for a 35mph travel speed.
6. Add master meter size, vault and double check valve and vault location and detail to final plan set.
7. Calculations show there should be a minimum of 10 6-yard garbage dumpsters provided for this development. Dumpsters will be front load and require 60-90-feet of clear space for truck access.
8. The parking area shall be dedicated as shared common area and at no point may any gates or other obstruction be placed within the parking and access area so as to prevent fire access and garbage pickup through the parking lot areas. Fire access will be required to the rear yard of each townhome from the parking area.
9. Place a fire truck turning template for the drive isles within the parking area to insure adequate drivability.
10. Above ground communication line parallel to S 5th Ave. will need to be relocated underground through this development.
11. There will need to be a property association and property management that will facilitate one monthly payment for sanitation, sewer and water pertaining to the City of Pocatello utility Billing.
12. All capacity fees shall be paid at the time of the first building application.
13. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to.
14. A subdivision surety bond will need to be provided to obtained early recording of the plat as outlined in City Code 16.24.110.

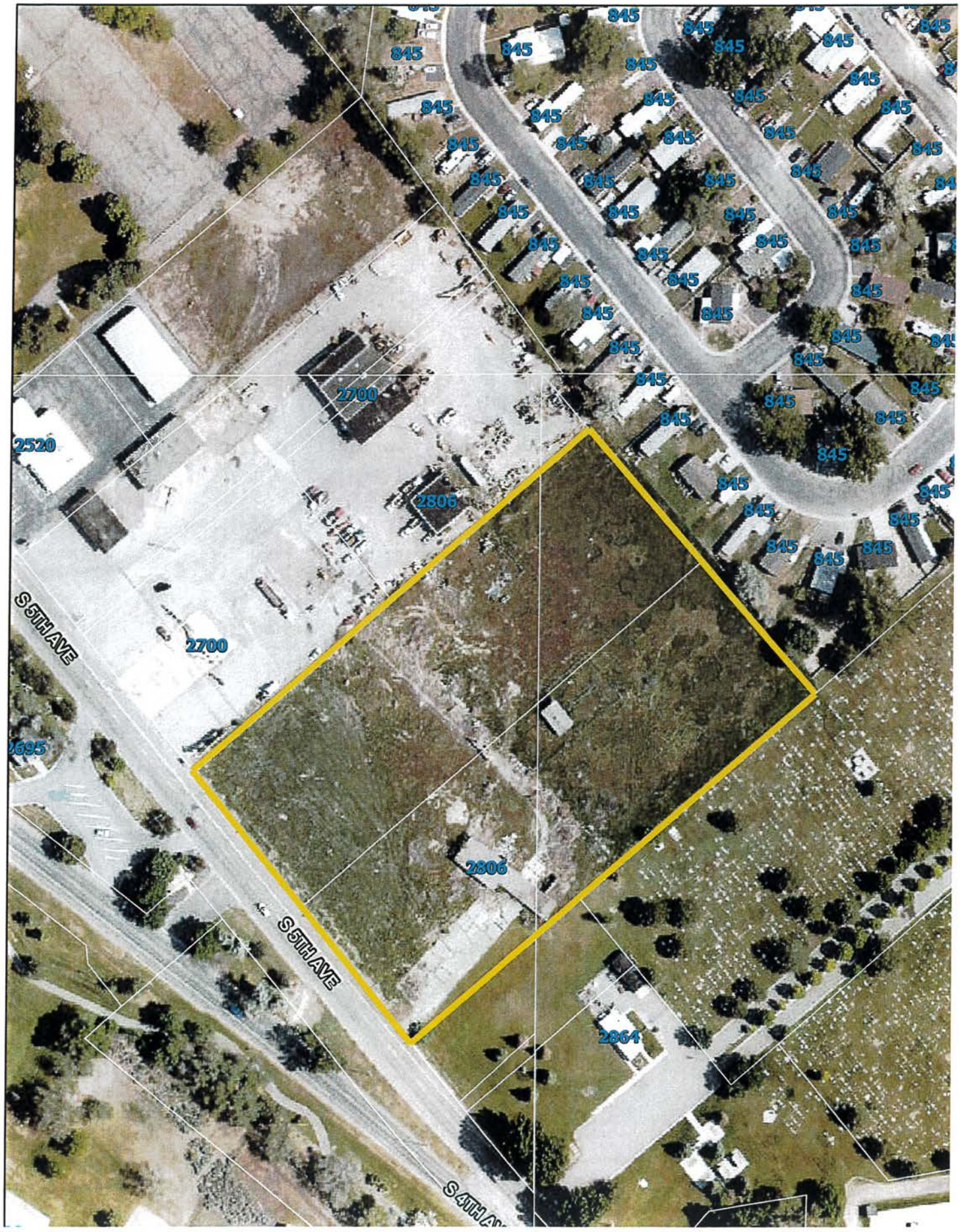
General Conditions

1. One (1) full sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the storm water plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current storm water requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
8. Utility and street light approval is required by the City.
9. US Mail box units required and location approved by the Post Master and the City of Pocatello.

ATTACHMENT C

AERIAL OF THE SITE

Pocatello Planning Map

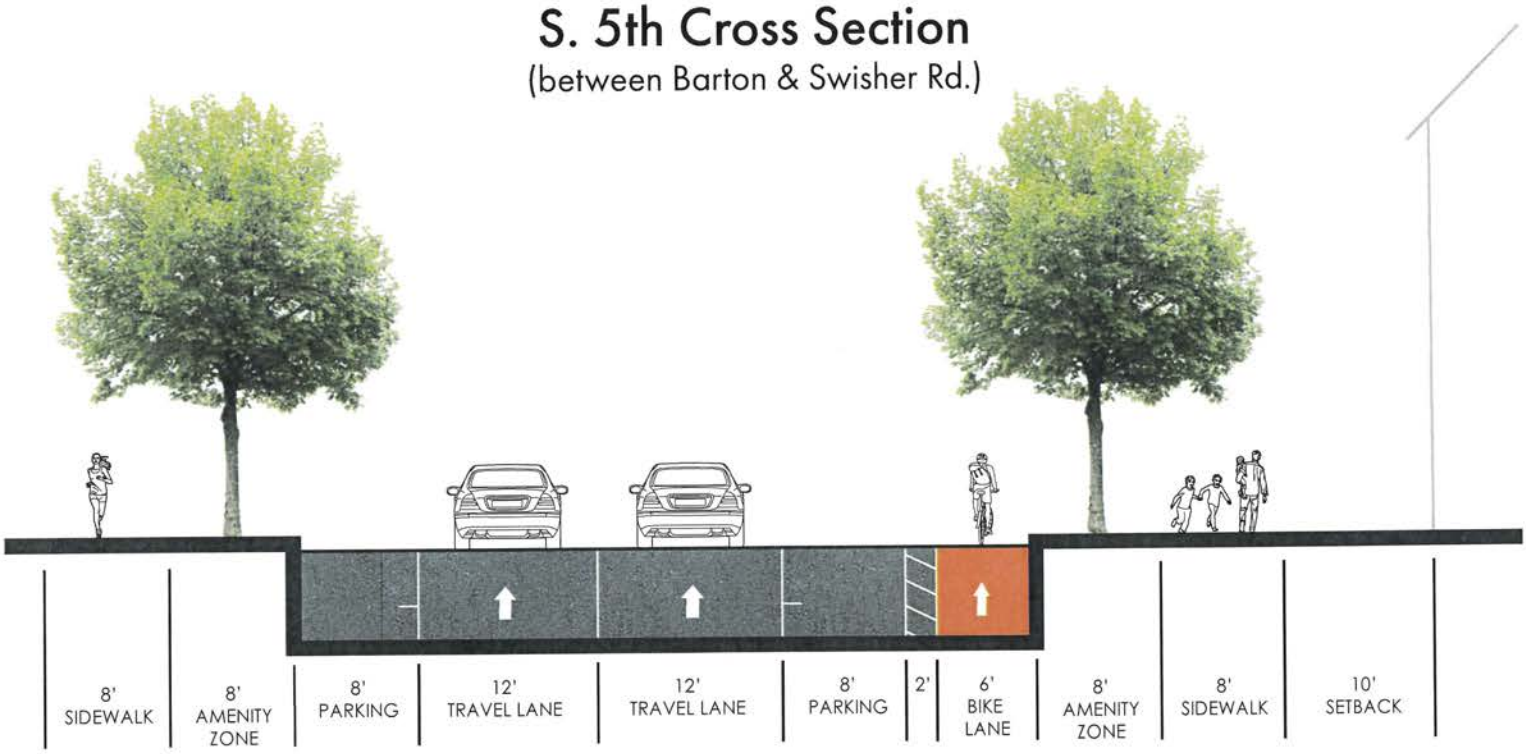


ATTACHMENT D

FRONT LANDSCAPING & SIDEWALK CROSS SECTION

S. 5th Cross Section

(between Barton & Swisher Rd.)



CITY OF
POCATELLO

Planning & Development Services

#8

POCATELLO CITY COUNCIL
HEARING: FEBRUARY 6, 2025
EXECUTIVE SUMMARY

REQUEST:
The Planning & Development Services Department is seeking the Council's approval for the proposed changes to Title 17: Zoning Regulations. Planning staff is charged with overseeing the orderly growth and development of the City of Pocatello. One function of this work is the administration of the City's land use related ordinances. Staff has prepared the following amendments to Title 17: Zoning Regulations **(See Attachment B)**.

RECOMMENDATION:
In consideration of the application and City staff review, the Planning & Zoning Commission recommended approval of the application after a public hearing was held on January 8, 2025 finding the application meets the standards for approval under section 17.02.170.F of Pocatello City Code.

ATTACHMENTS:
a. Planning & Zoning Commission Findings of Fact
b. Planning & Zoning Commission Staff Report Packet

911 N 7th Avenue
Pocatello, ID 83201
Office: (208) 234-6184
www.pocatello.gov

ATTACHMENT A

CITY COUNCIL

FEBRUARY 6, 2025

FINDINGS OF FACT & RECOMMENDATION
CITY OF POCATELLO
PLANNING & ZONING COMMISSION
HEARING JANUARY 8, 2025

APPLICANT: City of Pocatello – Planning & Development Services

REQUEST: Zoning Ordinance Text Amendment

FILE: ZOTA24-0002

STAFF: Jim Anglesey, Long-Range Senior Planner

I. **GENERAL BACKGROUND:** Planning & Development Services staff sought the Commission's recommendation to approve the proposed changes to Title 17: Zoning Regulations, and prepare a draft for the City Council to consider. Planning staff is charged with overseeing the orderly growth and development of the City of Pocatello. One function of this work is the administration of the City's land use related ordinances. Staff had prepared the subject amendments to Title 17: Zoning Regulations.

II. **PUBLIC HEARING:** A public hearing was held before the Planning & Zoning Commission on the evening of January 8, 2025. Staff provided a presentation regarding the proposed text amendments. There were no comments from the public provided.

III. **NOTIFICATION:** Notice was published in the Idaho State Journal on December 24, 2024 and again on December 31, 2024 both as a display ad and a legal notice as required in City Code section 17.02.300.A.3. Notice information was provided to local media outlets to include in their public service announcements. Additionally, notice information was posted on City social media platforms. No written comments were received from the public.

IV. **CRITERIA FOR REVIEW:** Pursuant to City Code 17.02.170, the City Council, Planning & Zoning Commission or the Planning and Development Services Director may initiate action to amend the text of this Title 17. Pursuant to City Code 17.02.170.F, Criteria for Zoning Ordinance Text Amendments, the Planning and Zoning Commission and the City Council shall review the facts and circumstances of the proposed amendment to the text of the zoning ordinance based in terms of the standards listed in the table below:

Table 1. Zoning Ordinance Text Amendment Review Criteria Analysis

REVIEW CRITERIA (17.02.170.F):				
Compliant			**City Code and P&Z Findings**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**17.02.170.F1**	**The proposed text amendment would be in the community's best interest.**
			Finding	The proposed text amendment is in the community's best interest due to its alignment with the goals and strategies of Pocatello Comprehensive Plan 2040.
☒	☐	☐	**17.02.170.F2**	**The proposed text amendment is consistent with the existing provisions of the zoning ordinance.**
			Finding	The proposed text amendments help clarify the wording of the zoning ordinance and help streamline and realign regulatory standards that assist in implementing the vision outlined in Pocatello Comprehensive Plan 2040.

☒	☐	☐	**17.02.170.F3**	**The proposed text amendment is consistent with existing provisions of the Comprehensive Plan.**
			Finding	The proposed text amendment aligns with the goals and strategies of Pocatello Comprehensive Plan 2040 as outlined in Table 1 of the staff report.

V. PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application, the Planning & Zoning Commission recommends **approval** of the Zoning Ordinance Text Amendment application from the City of Pocatello's Planning & Development Services Department finding the application meets the standards for approval under section 17.02.170.F. of Pocatello City Code.

Rich Phillips, Chair
Planning & Zoning Commission
Authorized to sign 1/8/2025

STATE OF IDAHO)
ss:
County of Bannock)

On this 13th day of January, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Rich Phillips, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

ATTACHMENT B

CITY COUNCIL

FEBRUARY 6, 2025

Planning & Development Services
PLANNING SERVICES NEIGHBORHOOD & COMMUNITY SERVICES
911 NORTH 7TH AVENUE | P.O Box 4169 POCATELLO, IDAHO 83205-4169 208.234.6184 https://www.pocatello.gov

AGENDA ITEM NO.

POCATELLO PLANNING & ZONING COMMISSION
MEETING: JANUARY 8, 2024
STAFF REPORT

PROJECT:	City Initiated Text Amendments to Title 17: Zoning Regulations
APPLICANT:	City of Pocatello – Planning & Development Services
STAFF:	Jim Anglesey, Long-Range Senior Planner

STAFF RECOMMENDATION:
Staff finds that the proposed text amendments meet the standards of City Code 17.02.170.F as the amendments are in the community's best interest, consistent with the existing provisions of the Zoning Ordinance, and consistent with the existing provisions of the Comprehensive Plan. Staff recommends that the Commission consider the proposed amendments to Title 17: Zoning Regulations and act to recommend: approval; approval with modifications; or denial of the proposed changes to City Council.

OPTIONAL MOTIONS:
1. Approval of the Application: "Move to recommend approval of the proposed amendments to Title 17: Zoning Regulations, finding the amendments are in compliance with the Comprehensive Plan and the criteria listed in section 17.02.170 of Pocatello City Code, **[insert any conditions of approval]**, and to authorize the Chair to sign the findings of fact."
2. Denial of the Application: "Move to recommend denial of the proposed amendments to Title 17: Zoning Regulations, finding the amendments are not in compliance with the Comprehensive Plan and the criteria listed in section 17.02.170 of Pocatello City Code, finding that: **[cite findings for denial]**, and to authorize the Chair to sign the findings of fact."

GENERAL BACKGROUND:
Planning & Development Services staff is seeking the Commission's recommendation to either approve or deny the proposed changes to Title 17: Zoning Regulations, and prepare a draft for the City Council to consider. Planning staff is charged with overseeing the orderly growth and development of the City of Pocatello. One function of this work is the administration of the City's land use related ordinances. Staff has prepared the following amendments to Title 17: Zoning Regulations. Pages 2-4 of the staff report contains a brief summary of the proposed amendments, and **Attachment A** contains the proposed text.

Pursuant to City Code 17.02.170, the City Council, Planning & Zoning Commission or the Planning and Development Services Director may initiate action to amend the text of Title 17. Pursuant to City Code 17.02.170.F, Criteria for Zoning Ordinance Text Amendment, the Planning and Zoning Commission and the City Council shall review the facts and circumstances of the proposed amendment to the text of the zoning ordinance based on the following standards:

1. The proposed text amendment would be in the community's best interest.
2. The proposed text amendment is consistent with the existing provisions of the zoning ordinance.
3. The proposed text amendment is consistent with the provisions of the Comprehensive Plan.

NOTIFICATION:
Notice was published in the Idaho State Journal on December 24, 2024 and again on December 31, 2024 both as a display ad and a legal notice as required in City Code section 17.02.300.A.3. Notice information was also provided to local television and radio stations to include in their public announcements. Additionally, notice information was posted on all City social media platforms. No written comment from the public has been received at the time this report was submitted.

ATTACHMENTS:

A. Proposed Text Amendments

SUMMARY OF PROPOSED AMENDMENTS

17.01.160.B.3.b: Use Classifications

- Add "microbreweries" to the description of an "eating and drinking establishment". This helps distinguish between a small commercial scale brewery and a large industrial scale brewery.

17.01.170.A: Administrative Provisions

- Add a 25-year sliding scale that will help determine legal-nonconforming (grandfathered) status in regards to lot, land use, and development standards configurations. As a department policy (not code), the grandfathering year has been 1981, making it difficult to find development records that proved a property to be legally permitted. A 25-year sliding scale is a more appropriate method of grandfathering and will enable access to more complete records to determine code compliance.

17.02.300.A.3.c: Decision Making Procedures/Public Hearings

- Remove the current public noticing requirements for vacations and refer to Idaho State Code. These requirements were recently amended in Idaho State Code and because of these changes, it is proposed we refer to State code to reduce the need to amend our codes to meet what the State requires.

17.03.500: Use Table

- Remove "Zero Lot Line Dwelling Units" this use category only appears in this table and has no further explanation anywhere else in code. This also conflicts with current setback standards.
- Add "Services" at the end of the "Animal Related" use category to use the same language elsewhere in Title 17.
- Remove "Oriented" and add "Services" at the end of the "Repair Oriented" use category to use the same language elsewhere in Title 17.
- Add "Retail" at the beginning of and remove "Oriented" at the end of the "Sales Oriented" use category to use the same language elsewhere in Title 17.
- Change use allowances for "Motor Vehicle Servicing/Repair" in the RCP zone from "Conditionally permitted" and in the CG zone from "Permitted" to "Restricted" to reflect note 29 mentioned below.
- Change use allowances for "Self-Service Storage" in the CG and OP zones from "Conditionally permitted" to "Not permitted". This use would still be permitted outright in Light Industrial and Industrial zones.
- Note 6: Remove statement allowing residential uses in the Warehouse District to reflect allowance permitted in the Downtown Development Standards in a later section. Add allowance of multi-family residential uses without ground floor commercial storefronts in commercial zones by conditional use permit only (must meet the standards outlined in a later section).
- Note 29: Car washes to be conditionally permitted in CG so long as they meet the pertinent standards outlined in a later section. Car washes to not be permitted in RCP.

17.03.600: Dimensional Standards Table

- Remove redundant information regarding the number of dwelling units per acre.
- Amend minimum lot sizes for single-family units in the RMM zone.
- Amend minimum lot sizes for two-family units in RMM and RH zones.
- Amend minimum lot sizes for townhomes in RL, RMS, RMM, and RH zones.
- Amend minimum lot sizes for condos/multi-family in the RMM zone.
- Note 1: Remove redundant statement regarding the inclusion of streets in the minimum lot size amount. Add note regarding minimum lot sizes for condos and multifamily representing lot area per unit.

17.04.100: Resource Protection Overlay (RPO)

17.04.110: Purpose

- Amend "winter range and migration corridors" to read "habitat protection areas" to reflect wording in the Comprehensive Plan.

17.04.120: Applicability

- Amend wording to remove redundancies in code and reflect wording in the Comprehensive Plan.

17.04.140: Review Required

- Amend wording from "conference" to "meeting" to better reflect intended purposes of the Site Plan Review Committee.

17.04.170: Sensitive Lands Standards

- Amend grammar and wording to better reflect intended interpretation of code and wording of the Comprehensive Plan.

17.04.220: Original Townsite Overlay (OTO)

17.04.220.D: Development Standards

- Streamline parking standards and flexibilities for all use types in the OTO.
- Allow for parking requirement reductions for all use types in the OTO.

17.04.220.E: Downtown Development Standards

- Amend format to allow for better readability of standards.
- Add allowance for multi-family and townhome residential uses in all commercial and industrial zones within the designated Downtown Area so long as they meet certain standards.

17.05.570: Parking Standards by Land Use

- Amend wording for off-site parking allowances to reflect wording in other sections of code.
- Streamline parking standards for single-family and duplex use types to align with the existing standards of multi-family parking.

17.05.620: Commercial Development Standards

- Amend wording to remove outdated zoning names and to better reflect intended interpretation of code.
- Add development standards for car washes.
- Add development standards for Multi-family Residential uses without a commercial component in commercial districts.

Table 1. Compliance with Comprehensive Plan 2040

Planning Approach
Compact Building Design: Compact design means making more efficient use of land that has already been developed. Encouraging development to grow up, rather than out, is one way to do this. Infill development, building on empty or underutilized lots, is another. Building within an existing neighborhood can attract more people to the jobs, homes, and businesses already there while also making the most of public investments in things like water and sewer lines, roads, and emergency services. **Housing Opportunities & Choices:** Building quality housing for families of all life stages and income levels is an integral part of a Smart Growth approach. Housing constitutes a significant share of new construction and development in any city, but its economic importance is sometimes overlooked. Adding housing in commercial districts can breathe new life into these neighborhoods in evenings and on weekends. More importantly, the housing options available in a community will influence families' economic opportunity, costs of living, and time spent commuting each day. Diversifying housing options within existing neighborhoods can give everyone more choices about where to live. **Open Space Preservation:** Preserving open spaces like foothills, parks, and farms is both an environmental issue and economic issue. People across the country want access to natural recreation areas, which translates into demand for housing and tourism. Meeting that demand will improve the City's ability to attract employers, while also supporting agricultural industries outside of town. Preserving open spaces can also make communities more resilient by protecting them from natural disasters, combating air pollution, controlling wind, providing erosion control, moderating temperatures, protecting water quality, and protecting animal and plant habitats.
Economically Robust
Goal 2. Promote Downtown as the economic engine for the city. **Strategy A.** Implement the Pocatello Downtown Development Plan such as relocating City Hall to Historic Downtown, creating tax incentives, and developing identified projects. **Strategy E.** Reduce the effects of sprawl by incentivizing infill development that allows for higher intensity of development.
Environmentally Resilient
Goal 4. Cultivate compact development patterns and enhanced aesthetics that promote walkability, community health, reduced infrastructure, and energy costs. **Strategy A.** Adopt standards to incentivize vertical mixed-use development, open space and foothill preservation, and reduced off-street parking requirements.
Connected, Safe & Accessible
Goal 4. Maximize the public right-of-way to create great places. **Strategy F.** Incentivize other modes of transportation by updating parking standards, such as minimum/maximium parking spaces, surface/structured parking, and shared parking.
Authentic & Affordable Neighborhoods
Goal 1. Create Complete Neighborhoods by implementing development criteria informed by unique neighborhood plans. **Strategy C.** Adopt incentives that encourage the development of affordable, missing middle, intergenerational, and mixed-income housing, especially where key community services and transit options already exist.

17.01.160: USE CLASSIFICATIONS:

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B. Listing of Use Classifications: The following classifications of uses are established:

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3. Commercial Use Types:

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b. Eating And Drinking Establishments: Establishments which sell prepared food and/or beverages for consumption on site or takeaway including restaurants, banquet facilities, delicatessens, storefront bakeries, bars, taverns, brewpubs, microbreweries, and espresso bars.

***

17.01.170: ADMINISTRATIVE PROVISIONS:

A. Nonconforming Situations: The purpose of this section is to bring nonconforming situations into conformance with this code and the comprehensive plan, allowing them to continue only subject to the standards and requirements of this chapter. Except as otherwise provided in this chapter, any lot, land use, or structure lawfully existing on the effective date of this chapter or subsequent amendments thereto that does not comply with the standards of this chapter shall be known as a legal nonconforming situation. Change of ownership, tenancy, or management personnel in a nonconforming situation shall not affect its legal nonconforming status. The applicant, not the City of Pocatello, has the burden of proving that any nonconforming situation was legally established by an approved permit or other form of verification as determined by the Planning Director. All lots, land uses, or structures developed in their current configuration for twenty-five (25) years or more shall be grandfathered as a legal nonconforming situation if said situation does not conform to current zoning standards.

***

17.02.300: DECISION MAKING PROCEDURES/PUBLIC HEARINGS:

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A. Purpose, Application, And Public Notice Requirement:

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3. Notification Procedures:

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c. Vacation: Prior to hearing a vacation request (including plats, rights of way, and easements), notice shall be provided as required by Idaho State Code. ~~be published in the newspaper of general circulation within the jurisdiction fifteen (15) days prior to the public hearing and a second time no less than seven (7) days prior to the hearing. Notice shall also be provided, by certified mail, to property owners within the land being considered and within three hundred feet (300') of the external boundaries of the land being considered. Notice by certified mail shall occur at least fifteen (15) days prior to the hearing.~~

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17.03.500: DISTRICT USE TABLE:

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TABLE 17.03.500

USE TABLE

Use Category	RE	RL	RMS	RMM	RH	RCP	CG	CC	OP	LI	I
Residential:											
Home Occupation	R[2]	R[2]	R[2]	R[2]	R[2]	R[2,4]	R[2,4]	R[2,4]	N	N	N
Household Living	P	P	P	P	P	P	R[6]	R[6]	N	R[6]	R[6]
Residential Care Facility	C	C	C	P	P	P	R[6]	R[6]	N	R[6]	R[6]
Residential Daycare	R[3]	R[3]	R[3]	R[3]	R[3]	R[3,4]	R[3,4]	R[3,4]	N	N	N
Shelter Housing	N	N	N	N	C	C	P	R[6]	N	N	N
Housing Types:											
Accessory Dwelling Units	R[8]	R[8]	R[8]	R[8]	R[8]	R[8]	R[6,8]	R[6,8]	N	N	N
Boarding/Rooming Houses	N	N	N	R[1]	R[1]	R[1,6]	R[1,6]	R[1,6]	N	R[6]	R[6]
Manufactured Home Units	R[7]	R[7]	R[7]	R[7]	R[7]	R[7]	N	N	R[24]	R[24]	R[24]
Manufactured/Mobile Home Parks	N	N	C[17]	C[17]	C[17]	N	N	N	N	N	N
Multi-family Dwelling Units	N	N	N	P	P	P	R[6]	R[6]	N	R[6]	R[6]
Residential Condominium	N	N	N	R[5]	R[5]	P	R[6]	R[6]	N	R[6]	R[6]
Short-term Rental	P	P	P	P	P	P	R[6]	R[6]	N	R[6]	R[6]
Single-Family Dwelling Units, Detached	P	P	P	P	P	P	N	N	R[24]	R[24]	R[24]
Townhomes	N	P	P	P	P	P	N	N	N	N	N
Two-Family Units (Duplex)	N	P	P	P	P	P	N	N	N	N	N
~~Zero Lot Line Dwelling Units~~	~~N~~	~~N~~	~~N~~	~~N~~	~~P~~	~~P~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Civic (institutional):											
Basic Utilities	R[19]	R[19]	R[19]	R[19]	R[19]	R[19]	R[19]	R[19]	P	P	P
Colleges	C	C	C	C	C	P	P	P	P	N	N
Community Recreation	R[9]	R[9]	R[9]	R[9]	R[9]	P	P	P	N	N	N
Cultural Institutions	N	N	C	C	C	P	P	P	C	C	N

Emergency Services	P	P	P	P	P	P	P	P	P	P	P
Medical Centers	N	N	N	C	C	C	C	C	P	N	N
Public/Social Support Facilities	N	N	N	N	C	C	P	P	C	C	C
Religious Institutions	P	P	P	P	P	P	P	P	N	N	N
Schools	C	C	C	C	C	P	P	P	N	N	N
Social/Fraternal Clubs/Lodges	N	N	N	N	N	P	P	P	N	N	N
Commercial:											
Bed and Breakfast	C[10]	C[10]	C[10]	C[10]	C[10]	R[10]	R[10]	R[10]	N	N	N
Commercial Lodging	N	N	N	N	N	R[10]	P	P	R[25]	C	N
Eating and Drinking Establishment	N	N	N	C[11]	C[11]	R[20]	P	R[23]	R[25]	R[25]	R[25]
Entertainment Oriented:											
Adult Entertainment	N	N	N	N	N	N	R[21]	R[21]	N	N	N
Indoor Entertainment	N	N	N	N	N	R[20]	P	P	P	N	N
Major Event Entertainment	N	N	N	N	N	N	C	C	N	N	N
General Retail:											
Outdoor Entertainment	N	N	N[18]	N	N	R[20]	P	C	C	N	N
Animal Related Services	N	N	N	N	N	N	P	P	N	P	P
Consumer Services	N	N	N	C[11]	C[11]	P	P	P	R[25]	R[25]	R[25]
Outdoor Sales	N	N	N	N	N	N	P	N	N	P	P
Repair Services ~~Oriented~~	N	N	N	N	N	P	P	P	R[25]	P	P
Retail Sales ~~Oriented~~	N	N	N	C[11]	C[11]	R[22]	P	P	R[25]	R[25]	R[25]
Motor Vehicle Sales/Rental	N	N	N	N	N	N	P	C	N	P	P
Motor Vehicle Servicing/Repair	N	N	N	N	N	~~C~~ R[29]	~~P~~R[29]	C	C	P	P
Vehicle Fuel Sales	N	N	N	N	N	C	P	C	R[26]	R[26]	R[26]
Non-Accessory Parking	C[12]	C[12]	C[12]	C[12]	C[12]	P	P	P	P	P	P
Office	N	N	N	C	C	P	P	P	P	R[27]	R[27]
RV Park	N	N	N	N	N	N	C	N	N	C	N
Self-Service Storage	N	N	N	N	N	N	~~C~~N	N	~~C~~N	P	P

U.S. Postal Service	N	N	N	C	C	P	P	P	P	P	P
Industrial:											
Industrial Services	N	N	N	N	N	N	N	N	N	P	P
Heavy Industrial	N	N	N	N	N	N	N	N	N	C	P
Light Industrial	N	N	N	N	N	N	C	N	P	P	P
Railroad Yards	N	N	N	N	N	N	N	N	N	N	P
Research and Development	N	N	N	N	N	C	C	C	P	P	P
Warehouse/Freight Movement	N	N	N	N	N	N	N	N	R[28]	P	P
Waste Related	N	N	N	N	N	N	N	N	N	N	P
Wholesale Sales	N	N	N	N	N	N	C	N	C	P	P
Accessory Structures	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]	R[13]
Cemeteries	C	C	C	C	C	N	N	N	N	N	N
Detention Facilities	N	N	N	N	N	N	C	N	C	C	C
Heliports	N	N	N	C[14]	C[14]	C	C	C	C	C	C
Mining	N	N	N	N	N	N	N	N	N	C	C
WECS	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]	R[16]
Wireless Communication Facilities	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]	R[15]

Notes:

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6. Residential uses are permitted outright, provided that buildings maintain ground floor commercial storefronts to all adjacent public streets. ~~For Industrial and Light Industrial districts, residential uses are further restricted to the designated Warehouse Historic District.~~ Multi-family Residential uses without ground floor commercial storefronts are permitted in all commercial zoning districts by conditional use permit only.

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29. Car washes are permitted only by conditional use permit in CG. Car washes are not permitted in RCP.

***

17.03.600: DIMENSIONAL STANDARDS

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TABLE 17.03.600

DIMENSIONAL STANDARDS TABLE

Standard	RE	RL	RMS	RMM	RH	RCP[2]	CG	CC	OP[9]	LI	I
~~Maximum number of dwelling units per acre[1]~~	-	-	-	~~12~~	~~30~~	-	-	-	-	-	-
Minimum lot size[1]						None	None	None	None	None	None
Single-family	15,000 sq. ft.	7,500 sq. ft.	5,000 sq. ft.	~~5,000~~ 4,200 sq. ft.	4,200 sq. ft.						
Two-family		12,000 sq. ft.	8,000 sq. ft.	~~8,000~~ 6,050 sq. ft.	~~6,720~~ 5,625 sq. ft.[12]						
Townhomes		~~6,000~~ 4,000 sq. ft.	~~4,000~~ 3,630 sq. ft.	~~3,630~~ 2,750 sq. ft.	~~3,630~~ 2,750 sq. ft.						
Condominiums or multi-family				~~3,630~~ 2,750 sq. ft.	1,452 sq. ft.						
Minimum setbacks[4]											
Front yard	25 ft.	20 ft.	20 ft.	15 ft.	10 ft.	10 ft.[3]	10 ft.[3]	0 ft.[3]	30 ft.[3]	10 ft.[3]	10 ft.[3]
Any street frontage						10 ft.[3]	10[3]	0 ft.[3]			
Garage (facing any street)	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.						
Side facing street on corner and through lots	20 ft.	20 ft.	15 ft.	15 ft.	10 ft.				20 ft.[10]	10 ft.[10]	10 ft.[10]
Side yard	10 ft.	7 ft.	6 ft.	6 ft.	6 ft.	0 ft.[3,8]	0 ft.[3,8]	0 ft.[3,8]	10 ft.[10]	0 ft.[10]	0 ft.[10]
Rear Yard	20 ft.	20 ft.	20 ft.	15 ft.	10 ft.	0 ft.[3]	0 ft.[3]	0 ft.[3]	10 ft.	0 ft.[10]	0 ft.[10]
Alley loaded garage	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.						

Minimum parking lot setbacks											
Front Yard	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.[3]	10 ft.[3]	10 ft.[3]			
Any Street frontage	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.[3]	10 ft.[3]	10 ft.[3]			
Side yard[8]	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.[3]	0 ft.[3]	0 ft.[3]			
Rear Yard	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.[3]	0 ft.[3]	0 ft.[3]			
Minimum landscaping requirement (% of parking lot)[7,11]	10%	10%	10%	10%	10%	10%	7%	0%	25%	5%	5%
Maximum height	35 ft.	35 ft.	35 ft.	35 ft.	45 ft.	45 ft.	105 ft.[6]	120 ft.[6]	105 ft.[6]	105 ft.[6]	120 ft.[6]

Notes:

1. ~~Does not include area devoted to streets for townhomes, residential condominiums or multi-family development.~~ For condominiums and multi-family, the minimum lot size represents a minimum square footage of lot area per unit.

***

17.04.100: RESOURCE PROTECTION OVERLAY (RPO):

17.04.110: PURPOSE:

The purpose of the RPO is to implement goals and objectives contained in the comprehensive plan related to protection of the area's important environmental resources, such as significant natural and archaeological features, water resources, and wildlife ~~winter range and migration corridors~~ habitat protection areas, while still allowing property development in a manner consistent with its zoning designation and in a manner that offers the best protection possible to the designated resources. This overlay establishes procedures to enable the applicant and city to achieve the mutually compatible objectives of reasonable use of land and protection of vital resources.

17.04.120: APPLICABILITY:

The provisions of this overlay shall apply to all development that may physically alter lands located within the resource protection overlay as designated on the ~~official city of Pocatello zoning map, comprehensive plan natural features overlay map, and/or other maps as referenced and incorporated or as amended.~~ Sensitive Lands Map and other applicable maps of the Comprehensive Plan. All development plans shall be designed to reduce potential disturbance to any protected resources, through the use of buffers, conservation easements, and creative land development techniques. The overlay specifically applies to designated natural and archaeological features; wildlife habitat protection

areas; streams and other open waters, including the Portneuf River; wetlands; and riparian areas. ~~Each area of protection shall be designated on the appropriate map by means of outlining, color change, etc.~~ In the event of overlapping standards the most restrictive shall apply. ~~The boundary lines of any specified areas shall be determined by the use of the scale appearing on each applicable map.~~ Where interpretation is needed as to the exact location of the ~~line~~ overlay or where there appears to be a conflict between the mapped boundary and actual field conditions, an interpretation may be requested according to the terms of section 17.02.180 of this title.

***

17.04.140: REVIEW REQUIRED:

All development affecting lands within the RPO shall be reviewed in accordance with the site plan procedures set forth in section 17.02.500, "Site Plan Review Committee", of this title. A preapplication ~~conference~~ meeting is required for all land development applications with an RPO designation. The ~~conference~~ meeting shall be used to determine the applicability of the provisions of this chapter; determine the need for specific studies as set out in this chapter; and identify the review process. No activity shall be undertaken until all appropriate permits have been obtained. Approval for subdivisions and/or other land development activities shall not be granted unless the applicant has complied with the requirements set forth in this chapter.

***

17.04.170: SENSITIVE LANDS STANDARDS:

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B. Applicability: The provisions of this section shall be applied to any property or parcels containing sensitive lands as identified herein and/or as depicted ~~on~~ in the ~~c~~ Comprehensive ~~p~~ Plan ~~natural features overlay map~~. These provisions shall apply regardless of whether or not a building permit, development permit, land division, or other authorization is required. These provisions do not provide any exemption from any state or federal regulations that may apply. The ~~c~~ City of Pocatello has designated the following as sensitive lands:

1. Wildlife habitat protection areas~~:~~

~~a. Mule deer winter range; and~~

~~b. Migration corridors.~~

2. Significant natural and archaeological features, including:

a. Mapped basalt cliffs;

b. Edson Fichter ~~n~~Nature ~~conservation a~~Area;

c. Areas containing petroglyphs or other prehistoric or archaeological resources;

d. Idaho State University's Red Hill;

e. City Creek ~~conservation~~ Management ~~a~~Area; and

f. Other areas worthy of conservation because of their intrinsic natural or cultural characteristics, ecological functions, scenic qualities or distinctive character which have been designated as sensitive

lands by the ~~c~~City through the ~~c~~Comprehensive ~~p~~Plan ~~amendment process described in section 17.02.120 of this title~~.

***

D. Development Proposal Submittals: Applicants with properties within designated sensitive lands areas must include the following additional information in their submittal:

1. A description of how the proposal is designed to respond to site constraints identified in the information provided above and in the site analysis and any proposed mitigation.

2. A preliminary grading plan including a line showing limits of areas to be disturbed and the total number of acres to be disturbed.

3. Erosion and sediment control plan.

4. Vegetation protection plan, including a revegetation plan based on existing vegetation, and a slope stabilization plan, with a proposed time line for completion.

5. Finished grade of all proposed streets and roadways.

6. Location of significant natural and archaeological features described in ~~subsection B2 of~~ this section, and those areas designated ~~on~~ in the ~~Pocatello~~ ~~c~~Comprehensive ~~p~~Plan ~~natural features overlay map~~.

7. Location of ~~mule deer winter range and migration corridors~~ wildlife habitat protection areas as shown ~~on~~ in ~~the natural features overlay map of~~ the ~~c~~Comprehensive ~~p~~Plan ~~or~~ as ~~designated~~ provided by the Idaho ~~d~~Department of ~~f~~Fish and ~~g~~Game.

8. Location of land where slope exceeds twenty five percent (25%) and land where slope exceeds forty five percent (45%).

9. South and west facing slopes.

10. Location of concentrated areas of native big game plant food species as defined by the Idaho ~~d~~Department of ~~f~~Fish and ~~g~~Game.

E. Development Standards: In addition to the standards of the underlying zoning district, the following standards shall apply to all uses and activities affecting designated sensitive lands areas. If a conflict occurs between these standards and the underlying zoning district or other terms of this chapter or this code, the more restrictive standards shall apply. The standards are intended to encourage development that is compatible with sensitive lands. Approval shall only be granted when the applicant satisfactorily demonstrates that the development proposal meets the following standards:

1. Site Plan And Building Design:

a. Grading plans shall address how the proposal preserves the natural topography and existing vegetation.

b. Development shall not be located immediately on identified significant natural features.

c. Site plans shall address how the proposal protects wildlife habitat by concentrating development, where possible, outside of the designated wildlife habitat protection ~~overlay~~ area ~~or migration corridors identified by the Idaho fish and game department~~.

d. Site plans shall address how the proposal preserves the hillsides by concentrating development away from ~~hillside~~ sloped areas of fifteen percent (15%) or greater where possible.

e. Fencing, where utilized, shall be wildlife friendly ~~and~~ as recommended by the Idaho ~~d~~Department of ~~f~~Fish and ~~g~~Game.

f. Feeding of big game shall be prohibited.

g. All garbage and pet food shall be secured.

h. Pets shall be restrained or confined pursuant to the provisions of title 6, chapter 6.04 of this code.

i. Open burning and fireworks of any kind are prohibited.

j. If located within a wildland-urban interface area, use of firewise building materials and landscaping principles shall be required per city fire department regulations.

k. Nonresidential landscaping shall include native species of the sagebrush steppe plant community, and nonvegetative ground cover shall not exceed fifty percent (50%) of the total landscape areas. Exceptions must be city approved, drought tolerant, and adapted to site conditions.

2. Transportation Facilities Standards: The following standards shall apply to transportation facilities and structures affecting designated sensitive lands, including roads and driveways, bridges, bridge crossing support structures, culverts, and pedestrian and bike paths:

a. Transportation facilities and structures shall not bisect principal wildlife ~~migration routes~~ habitat protection areas unless otherwise approved by the ~~c~~City.

b. Dimensional standards for sidewalks, parking, and streets and access roads crossing sensitive lands shall be no wider than minimum legal requirements according to this code to serve their intended purposes in order to minimize site disturbance.

c. "T" type or other turning and backing cul-de-sacs may be substituted for circular turnarounds, if approved by the city's development engineering services and fire departments.

***

4. Density Limitations: Any portion of a project site that lies within designated wildlife ~~winter range or migration corridors~~ habitat protection area shall be limited to one-half (1/2) the density that the underlying zoning designation would allow, except as described in subsections E5, E6, and E7 of this section ~~or as is otherwise determined by annexation agreement~~.

5. Density Transfer: The density remaining after the deduction is taken for lands in the wildlife habitat protection ~~overlay~~ area may be clustered on a portion of the site if the project retains open space that is accepted by and dedicated to a public agency, or in certain circumstances a homeowners' association~~, for the wildlife winter range or migration corridors~~.

***

17.04.220: ORIGINAL TOWNSITE OVERLAY (OTO):

***

D. Development Standards:

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4. Parking: ~~For single-family and two-family dwellings, w~~ When alley access is available, off street parking spaces shall be accessed from the adjacent alley. On street parking spaces aligning with the property street frontage may be counted toward up to 50% of the required off street parking requirements. ~~For other use types, o~~ Off street parking and loading shall be provided in accordance with section 17.05.500 of this title, with the following exceptions and additions:

a. Reduction: Off street parking requirements may be reduced by up to thirty percent (30%) for all development, except for single family and two-family dwelling units unless parking is determined adequate by the Planning Director or their designee, with a building footprint of less than five thousand (5,000) square feet, or a maximum of six (6) on street parking spaces abutting the development may be counted toward required off street parking requirements.

b. Waiver: Off street loading requirements shall be waived for developments with a building footprint of less than ten thousand (10,000) square feet, except for motor vehicle sales.

c. Rounding Down: If any use requires one-half (1/2) or more of a parking space, the parking requirement shall be rounded down to the lesser number of spaces.

d. Location of Parking Facilities: Parking areas, traffic circulation, and drive-thrus shall not be located between the front building facade and the front lot line. Required parking spaces may be located on another parcel not farther than four hundred feet (400') from the building or use they are intended to serve, measured in a straight line in any direction from the building.

e. Development shall have a minimum parking lot setback of five feet (5') on the side yard and rear yard setbacks.

***

E. Downtown Development Standards:

1. Application. The following standards in this subsection shall apply only to land within the Downtown Area as identified in the Pocatello Downtown Development Plan.

~~1.~~ 2. Lighting~~:~~. Street lighting shall be provided in accordance with the Light Plan of the Pocatello Downtown Development Plan. The required lighting shall be placed in the required planter strips, unless authorized elsewhere on the project site as approved by the Planning Director or designee.

3. Residential Uses:

a. Multi-family residential uses are permitted outright in all commercial and industrial zoning districts within the Downtown Area, provided that each building has a minimum of three (3) stories, and is developed with a flat or parapet roof. No external stairways or breezeways are permitted. Buildings shall meet Nonresidential Use setbacks as set forth in this section.

b. Townhome residential uses are permitted outright in all commercial and industrial zoning districts within the Downtown Area, provided that each townhome unit has a minimum of three (3) stories, and is developed with a flat or parapet roof. Buildings shall meet Nonresidential Use setbacks as set forth in this section.

***

17.05.570: PARKING STANDARDS BY LAND USE:

The purpose of required parking spaces is to provide enough on site parking to accommodate the majority of traffic generated by the range of uses which might locate at the site over time. The required parking numbers correspond to use categories, as well as specific uses, in response to this long term emphasis. Expansion, reconstruction, or change in legal, nonconforming situations shall be governed by the terms of section 17.01.170 of this title. The number of parking stalls required by specific land uses is listed in table 17.05.570-1 of this section.

Up to fifty percent (50%) of required parking spaces may be provided on another parcel not farther than ~~off-site in a city approved parking lot which is located within a~~ five hundred ~~foot~~ feet (500') ~~radius of the subject site, which parking lot may be owned by a third party,~~ from the building or use they are intended to serve, measured in a straight line in any direction from the building, provided a signed agreement from the ~~third party parking lot~~ owner is obtained and the shared parking arrangement does not reduce the ~~third party~~ owner's required parking spaces ~~below code requirements for the owner's use~~.

TABLE 17.05.570-1

PARKING STANDARDS BY LAND USE

gfa = Gross floor area in square feet

Use Category		Off Street Parking Requirement
Residential uses:		
-	~~Single-family dwelling unit (attached or detached)~~	~~2 off street~~
-	~~Two-family dwelling unit~~	~~4 off street~~
	Single-family, two-family, townhome, condominium, and multi-family dwelling units	Studio/1 bed units = 1 per unit; 2 bed units = 1.5 per unit; 3 bed + units = 2 per unit
	Group home (15 residents or less)	Same as single-family dwelling
	Boarding house	1 per tenant
	Residential treatment/assisted living center	1 per 2 beds plus 1 per employee at maximum shift positions
	Long term care facility	1 per 4 beds plus 1 per employee at maximum shift positions
	Fraternity/sorority	1 per tenant
	Dormitory	1 per tenant plus 2 per resident caretaker
Civic/institutional:		
	College/university	10 per classroom and 1 per 250 gfa of administrative office
	Community recreation	4 per 1,000 gfa
	Cultural institutions (e.g., museum, library)	3 per 1,000 gfa

	Daycare center	1 per 7 children plus 1 per employee at maximum shift positions
	Medical centers	1 per 2 beds plus 1 per employee and doctor at maximum shift positions
	Neighborhood recreation	Determined by specific use proposed
	Religious institutions	1 per 5 seats (1 seat = 2 feet of pew)
	Schools:	
	Elementary	3 per classroom
	Junior high/middle	3.5 per classroom
	High	1 per 5 students plus 1 per employee
	Schools with no bus service	Schools with no bus service shall submit a parking plan to determine parking and parking lot circulation needs
	Social/fraternal clubs/lodges	1 per 250 gfa
Commercial:		
	Commercial lodging:	
	Bed and breakfast	1 per guestroom plus 2 per dwelling
	Hotel	1 per guestroom plus 1 per 400 gfa of banquet facilities
	Eating/drinking establishments:	
	Eat-in restaurants	1 per 200 gfa
	Drive-through only restaurants	1 per 400 gfa
	Bars only	1 per 200 gfa
	Entertainment oriented:	
	Auditorium	1 per 4 seats
	Athletic field	20 per field and 1 per 4 seats (8 foot bench length)
	Golf course	4 per green and hole, and 1 per employee
	Driving range	1 per tee area and 1 per employee
	Amusement centers	1 per 167 gfa
	Bowling alley	5 per lane
	Health club	1 per 250 gfa
	Movie theater	1 per 4 seats
	General retail:	
	Consumer sales	1 per 250 gfa
	Convenience store	1 per 250 gfa plus 1.5 per fueling stations
	Consumer services:	1 per 250 gfa
	Barber/beauty shop	2.5 per station

		Laundromat	1 per 2 washing machines
		Beauty schools	1.5 per operator station
		Dance schools	1 per 200 gfa
		Trade schools	10 per classroom and 1 per 250 gfa of administrative office
		Repair services (nonautomotive)	1 per 250 gfa
		Outdoor sales:	
		Nursery/greenhouse	1 per 250 gfa
		Machinery sales/trucks >2.5 ton	1 per 500 gfa
		Motor vehicle related:	
		Sales/rental autos <2.5 ton, boats, RVs	1 per 350 gfa
		Service/repair (e.g., lube shop and car wash)	4 per service bay plus 1 per employee
		Fuel sales	1.5 per fueling station; 1 per employee at maximum shift positions (plus convenience store if applicable)
	Office:		
		Professional (except medical/dental)	1 per 250 gfa
		Medical/dental (including day treatment centers)	1 per 200 gfa
	RV parks		1 per RV space
	Self-service storage/miniwarehouse		1 per employee plus 1 per 50 units
	U.S. postal service		1 per 250 gfa
Industrial:			
	Industrial services		1 per employee at maximum shift positions
	Manufacturing and production		1 per employee at maximum shift positions
	Research and development		Determined by specific uses proposed
	Wholesale sales		1 per 500 gfa
Other:			
	Funeral homes		1 per 4 seats (1 seat = 2 feet of pew)
	Auction house		1 per 2 seats

***

17.05.620: COMMERCIAL DEVELOPMENT STANDARDS:

A. Compliance Required: All development shall comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances in accordance with section 17.02.160, "Variances," of this title;

2. All other applicable standards and requirements contained elsewhere in this title.

B. Building Facades and Exterior Walls: The following development standards shall apply for all development in a commercial or mixed use district:

1. When the front and street side of a non-fenestrated building facade is greater than seven hundred fifty (750) square feet in area, the elevation shall be divided into distinct planes of five hundred (500) square feet or less to prevent creation of continuous blank facades along the front of the building and all street sides. The following design features or elements can be used to meet this provision: fascias; canopies and awnings; arcades; functional porches at least five feet (5') wide with a roof; vertical offsets at least two feet (2') wide; windows; plane changes; cornice treatments; or other multidimensional or special architectural treatments. Use of paint alone will not meet this standard.

2. All exterior materials should be sufficiently durable to ensure stability, maintainability, and long life. Natural materials conveying permanence, such as stone, masonry, or beveled wood siding are preferred.

3. At least two (2) changes in one or a combination of the following shall be incorporated into the building design: color, texture, and materials.

4. All sides of buildings with street frontage shall include materials and design elements consistent with those on the front building facade.

C. Bicycle And Pedestrian Circulation: In ~~the NC, CG and RCP~~ all commercial and mixed use zoning districts, the following additional development standards shall apply ~~to commercial, office, and mixed use development~~:

1. Continuous internal pedestrian walkways, no less than four feet (4') in width, shall be provided from the public sidewalk or right of way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, and building and store entry points.

2. Sidewalks no less than four feet (4') in width shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas. A landscaped strip not less than five feet (5') wide shall be provided along the facade when a sidewalk is required, except in front of entryways or entryway projections, or where no building setback is required (see table 17.03.600 of this section).

3. To enhance pedestrian safety and comfort and provide visually differentiated walkways, all internal pedestrian crosswalks shall be visually distinguished from driving surfaces through use of paint or other markings, or other smooth surface, durable, low maintenance materials.

4. Parking areas shall be designed to minimize conflicts between pedestrian and vehicular movements. Parking area landscaping shall be used to provide visual relief and shade, and to define and separate parking access and pedestrian areas within parking lots.

5. Bicycle racks shall be provided on site near the business entrance and shall meet the standards of section 17.05.560 of this title. Bicycle parking areas shall not be located within parking aisles, landscape areas, or pedestrian ways.

D. Screening And Shielding Requirements: The following standards shall apply in the commercial and mixed use zoning districts:

1. Loading areas shall be located as follows, in order of preference. If located on a building's street side, loading areas shall be oriented to minimize views of loading activities and trucks from the street. If a loading/delivery area must face the street, it shall be screened from public view with landscaping and/or fencing.

a. At the rear of the building;

b. On the interior side (side not facing a street side);

c. On the side facing a street.

2. Noise emissions resulting from delivery, loading, trash removal or compaction, or other such operations, shall be subject to noise and nuisance standards defined elsewhere in this code.

3. Mechanical equipment located on a building shall be within the roof form or enclosed with a screening structure with a design and materials, which are consistent with the design and materials of the building.

4. Mechanical equipment not located on a building shall be oriented to minimize views of the equipment from public rights of way and properties outside the site boundaries, and screened from view with a durable, solid wall or fence, an evergreen hedge, or a combination of these.

5. All refuse and recycling containers shall be screened and meet the requirements of the city's sanitation department.

6. Storage areas for building materials, equipment, or supplies shall be screened appropriately so as not to be visible from the public right of way, and all such storage areas shall be within setback lines.

7. Similar, complementary, and adjacent land uses should provide cross access between properties and joint access to arterials adjacent to the property wherever possible.

E. Multiple Building~~, Retail Development (Shopping Center)~~ Complex Design In ~~The CG And RCP~~ All Commercial Districts: ~~In the CG and RCP zoning districts~~, ~~t~~The following design standards shall apply to ~~retail~~ commercial development consisting of more than one principal structure. Conditions of approval of the development plan may include, but are not limited to, any of the following site and building design guidelines deemed appropriate by the reviewing body.

1. Building Design Standards:

a. All buildings within a multi-building complex ~~(shopping center)~~ are encouraged to achieve a harmonious design through the use of compatible architectural elements, such as, but not limited to, roof form, exterior building materials, and window patterns;

b. Front and street frontage building facades of individual buildings are encouraged to incorporate compatible design elements, such as surface materials, color, roof treatment, windows and doors, to achieve a harmonious design. The sides of each building shall include elements such as windows, doors, color, texture, landscaping, or wall treatment to prevent the creation of long, continuous blank walls.

2. Sign Design Standards: Signage that incorporates similar design elements as the buildings is encouraged.

3. On Site Circulation: Buildings shall be located to facilitate safe and comfortable pedestrian travel between buildings. Shopping center site design shall include pedestrian paths or crosswalks between buildings on the site.

F. Car Washes: The following standards shall apply to the development of car washes where they are permitted either outright or conditionally. Conditions of approval of the development plan may include additional standards deemed appropriate by the reviewing body:

1. Siting Requirements:

a. A car wash shall be located a minimum distance of three hundred (300) feet from a residential zoning district, measured from the boundary of the property in which a car wash is located, in all directions.

b. Car wash tunnels shall be oriented in a way that vehicles exit toward the street.

c. Vacuum stations shall be located behind or to the side of the principal structure.

d. Parking spaces, queuing lanes, vacuum stations, loading facilities and trash enclosures shall be prohibited within the front yard area or between the principal structure and any street frontage.

2. Building Design Standards:

a. The front and street side facades shall include features at intervals of no more than 25 linear feet including but not limited to canopies; awnings; arcades; functional doors; vertical offsets at least two feet (2') wide; windows; plane changes; cornice treatments; or other multidimensional or special architectural treatments. Use of paint alone will not meet this standard.

b. Interior flashing lights associated with the car wash tunnels shall not be visible from adjacent rights-of-way.

G. Multi-family Residential Uses Without A Commercial Component In Commercial Districts: The following standards shall apply in the Commercial General and Central Commercial zoning districts for all residential uses without ground floor commercial storefronts. Conditions of approval of the development plan may include additional standards deemed appropriate by the reviewing body.

1. Standards:

a. All commercial development standards in this section shall apply;

b. Each building shall have a minimum of three (3) stories. No external stairways or breezeways are permitted;

c. Building setback minimums are subject to the standards of the underlying zoning district and shall have a maximum front and corner street side setback of ten (10) feet;

d. The principal entrance of a building shall face the public street on which the building is addressed, or as otherwise determined by the Director or their designee.

#9

EXECUTIVE SUMMARY
POCATELLO CITY COUNCIL
MEETING FEBRUARY 6, 2025

File: FP24-0004

APPLICANT/OWNER:	Natalie Bucklein/Dykman Construction
SURVEYOR/ENGINEER:	Chris Street/Luke Jolley
REQUEST:	Iron Eagle Estates Division 3 – Partial Replat

REQUEST:
The applicant and owner are desirous of amending the current recorded plat known as Iron Eagle Estates Division 3 in an effort to avoid a law suit over a disputed property line. The amendment consists of removing and platting the north 2 feet of Lot 3 Block 1, totaling 272 square-feet in area as well as the north 2 feet of Lots 2-7 Block 2, which together encompass 1,072 square-feet (more or less). In addition, according to the Stipulation Boundary Agreement, Dykman shall execute a Quit Claim deed for the property owner of Lot 1, Block 2 transferring the same 2-feet to (Christensen).

All of the above noted parcels in addition to the vacated area North 2-feet of Bogey Lane will be transferred to the property owner (Christensen) to the north.

RECOMMENDATION:
Staff recommends approval of the Final Plat amendment with the conditions noted below:
1. All conditions/requirements noted in the Memorandum presented by Public Works dated 1/24/2025 (Attachment A) shall be strictly adhered to;
2. Any other requirements not herein noted above but applicable as part of an approved easement vacation shall be strictly adhered to.

ATTACHMENTS:
A. Public Works Memorandum dated 1/24/25
B. Proposed Partial Replat
C. Stipulation Boundary Agreement (Christensen / Dykman)

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

JANUARY 24, 2025

CITY OF
POCATELLO

Public Works

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MB

Date: 1.24.2025

Re: Iron Eagle Estates Division 3 Partial Replat – City Council Plat (2.6.2025)

Application #FP24-0004

The Public Works Departments have reviewed the final plat application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to recording of the plat. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- **A.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through the City Surveyor.
- **B.** Subdivision plat shall conform to all state and local laws, ordinances, and guidelines.
- **C.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **D.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **E.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **F.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **G.** The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
- **H.** The plat shall be black opaque ink, no gray scale or color
- **I.** Add note, "Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the structure setback line along all lot lines, not to exceed 7-feet. Lots must be graded and maintained so as to minimize drainage to adjoining properties."

2. Construction Plans/Infrastructure

- **A.** Development Conditions
  1. Re-plat no infrastructure improvements with this plat.
  2. No utilities or services will be extended to the 2-foot wide lots, unbuildable and should be linked to adjacent property owner to the north.

ATTACHMENT B

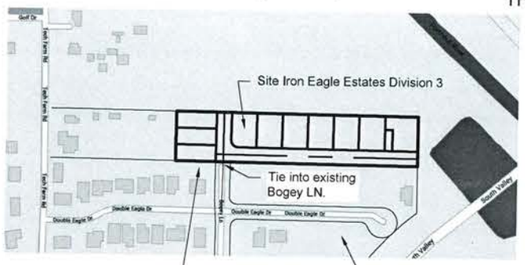
PROPOSED PARTIAL REPLAT

IRON EAGLE ESTATES DIVISION 3 AMENDMENT 1

THE NORTH 2 FEET OF LOT 3 BLOCK 1 AND ALL OF LOTS 2-7 BLOCK 2 OF IRON EAGLE ESTATES DIV. 3
PART OF THE SW 1/4 OF THE NW 1/4 OTHERWISE KNOWN AS GOVERNMENT LOT 2
OF SECTION 7, T. 7 S., R. 35 E.B.M.
CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

Vicinity Map

Approximate scale: 1"=300' @ 18"x24" only



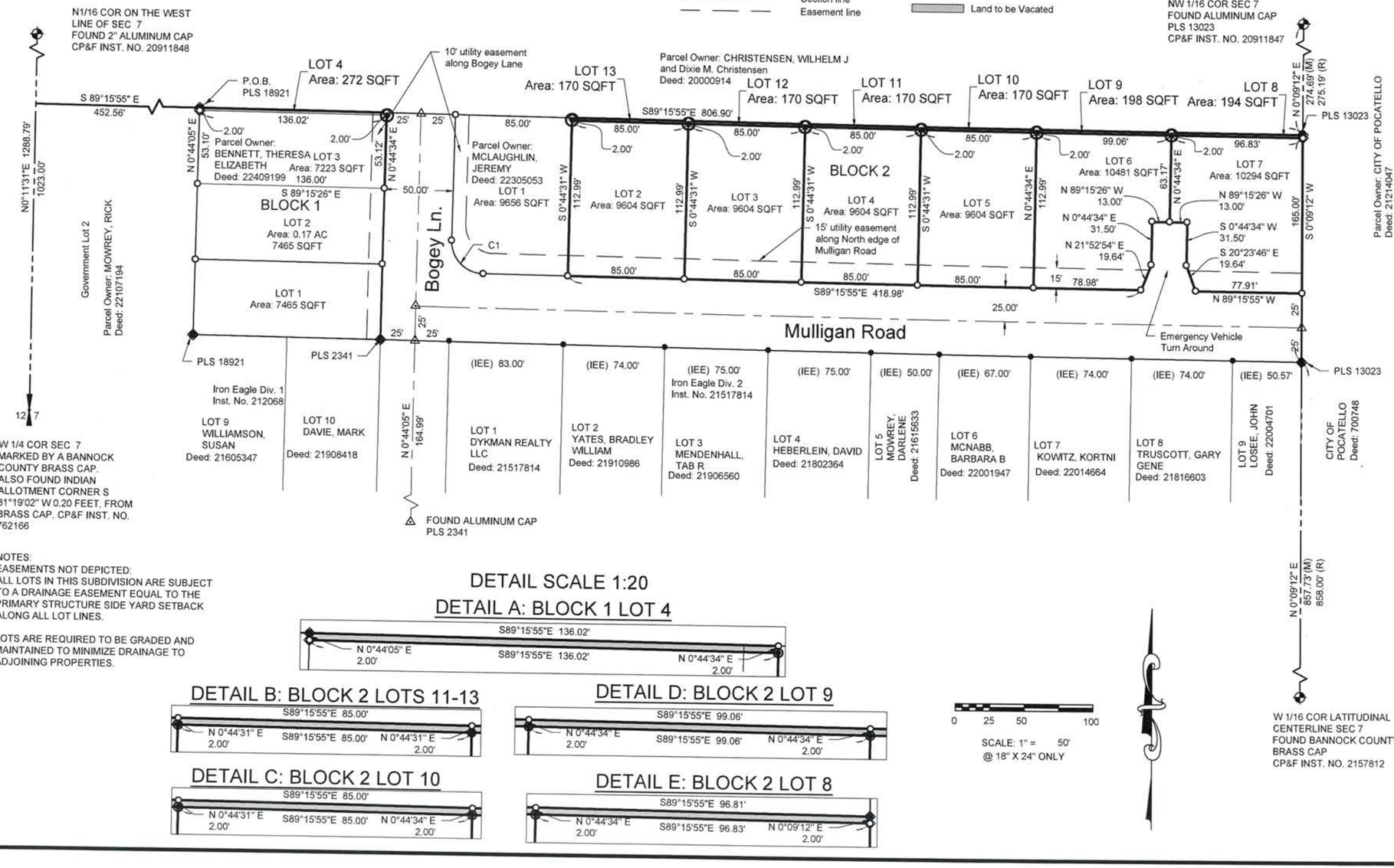
Curve Table					
Curve #	Length	Radius	Delta	Chord	Bearing
C1	36.92'	23.50'	90°00'00"	33.24'	N44°15'40"W

LEGEND

- 1/16 Section Corner Control
- 1/4 Section Corner Control
- Found 1/2" X 24" Iron Rod with cap marked P.L.S. 12224
- Set 5/8" X 24" Iron Rod with cap marked P.L.S. 12224
- Set 1/2" X 24" Iron Rod with cap marked P.L.S. 12224
- Section line
- Easement line
- Found 1/2" Iron Rod P.L.S. 2341
- Found Aluminum Cap as noted
- Road Centerline Monument Found 2" Aluminum Cap marked P.L.S. 12224
- (R) Record of Survey Inst. No. 2211258
- (M) Measured
- (IEE) Iron Eagle Estates Div. 1 & 2
- Land to be Vacated

RECORDER'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CHRIS G. STREET 17324



NOTES:
EASEMENTS NOT DEPICTED:
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A DRAINAGE EASEMENT EQUAL TO THE PRIMARY STRUCTURE SIDE YARD SETBACK ALONG ALL LOT LINES.

LOTS ARE REQUIRED TO BE GRADED AND MAINTAINED TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES.

DETAIL SCALE 1:20

DETAIL A: BLOCK 1 LOT 4

DETAIL B: BLOCK 2 LOTS 11-13

DETAIL C: BLOCK 2 LOT 10

DETAIL D: BLOCK 2 LOT 9

DETAIL E: BLOCK 2 LOT 8

0 25 50 100

SCALE: 1" = 50'
@ 18" X 24" ONLY

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
CE	HLE	CGS

JOB NO: 2023-229
DATE: December 19, 2024

REVISIONS	DATE

FINAL PLAT
IRON EAGLE DIVISION 3 AMENDMENT 1
SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO. 1 OF 2 SHEETS

Z:\Projects\00-2023 Projects\23-229 Iron Eagle Estates Boundary Line Adjustment\3-CAD\Survey\23-229 Iron Eagle Estates Boundary Line Adjustment.dwg

IRON EAGLE ESTATES DIVISION 3 AMENDMENT 1

THE NORTH 2 FEET OF LOT 3 BLOCK 1 AND ALL OF LOTS 2-7 BLOCK 2 OF IRON EAGLE ESTATES DIV. 3
PART OF THE SW 1/4 OF THE NW 1/4 OTHERWISE KNOWN AS GOVERNMENT LOT 2
OF SECTION 7, T. 7 S., R. 35 E.B.M.
CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

OWNER'S DEDICATION/ BOUNDARY DESCRIPTION

Know all men by these present that the undersigned owner of the land described as:

Part of Government Lot 2, of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as:

All of Lots 2-7 of Block 2 of Iron Eagle Division No. 3

Also, the North 2 feet of Lot 3 of Block 2 of Iron Eagle Estates Division 3.

Contains 1.38 acres more or less.

have caused the same to be subdivided into lots and blocks; and do hereby warrant and save the City of Pocatello and the County of Bannock, harmless from any existing easements or encumbrances. It is the intention of the owner to include all of the land described in the boundary description in the plat. The location and dimensions of the lots and blocks, are to be as shown on the accompanying map of the property. The easements shown, are not, dedicated to the public, but the right to use said easements is hereby perpetually reserved to the public for public utilities, roadway slopes and drainage or for any other use designated on the plat and no structures other than those for such utility purposes are to be erected within the lines of said easements. The individual lots described in this plat will have culinary water services from the City of Pocatello. In compliance with the disclosure requirements of Idaho code 31-3805(2), It has been determined that the property included in this subdivision is not located within the boundaries of an existing irrigation district. Lots within this subdivision will not receive an irrigation water right.

In witness whereof I as the owner do hereunto set my hand.

Ronald Dykman, Registered Agent
Dykman Realty, LLC

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF BANNOCK

On this _____ day of _____ 2024,

before me a Notary Public, in and for said State, personally appeared Ronald Dykman, known or identified to me to be a registered agent of, Dykman Realty, LLC and acknowledged to me that he signed said dedication freely and voluntarily for and in behalf of said LLC.

Notary Public

Residing in

My commission expires:

CERTIFICATE OF APPROVAL

Sanitary Restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied based on Department of Environmental Quality review and approval for the design plans an specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date Health District Signature

SURVEY NARRATIVE

The purpose of this plat is to adjust the North line of Block 1, Lot 3 and Block 2, Lots 2-7 of Iron Eagle Estates Division 3. Based on a stipulated boundary line agreement between Tina Christensen and Dykman Realty LLC, signed October 18, 2024.

Basis of bearings is N 0°11'31" E between W 1/4 and the N1/6 corner on the West line of section 7, based on the Idaho state plane coordinate system, East Zone

Boundaries were determined from recorded Plat, Iron Eagle Estates Division 3.

COUNTY TREASURERS CERTIFICATE

I Jennifer Clark, the undersigned County Treasurer in and for the County of Bannock, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all county property taxes due for the property included in this project are current.

County Treasurer Date

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

The Declaration of Covenants Conditions and Restrictions are hereby made a part of this plat and are recorded as:

Inst. No._____.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS_____DAY

OF_____, 2024

MAYOR, BRIAN BLAD

ENGINEER FOR THE CITY, MERRIL QUAYLE

CITY CLERK, KONNI R. KENDELL

COUNTY RECORDER'S CERTIFICATE

COUNTY SURVEYOR'S CERTIFICATE

I, Christopher Adams, surveyor in and for Bannock County, Idaho, do hereby certify that I have examined this plat and computations shown hereon and have determined that the requirements of Section 50-1305 of the Idaho Code have been met and I approve the same for filing.

CHRISTOPHER ADAMS Date
PLS 12457

CITY SURVEYOR

This is to certify that I, Gerald V. Evans, a registered land surveyor, registered by the State of Idaho, have checked this plat and the computations shown hereon and find no disagreements with Idaho Code or local ordinances pertaining thereto.

Gerald V. Evans , PLS 10342 Date
Pocatello City Surveyor

SURVEYOR'S CERTIFICATE

I Chris G. Street, a registered Professional Land Surveyor in the State of Idaho, do hereby certify that a survey was made under my direction of the land described in the accompanying boundary description and that the plat upon which this certification appears was made under my direction. I further certify that the accompanying map correctly depicts the division of land as marked upon the ground and that the pertinent provision of the statutes of the State of Idaho have been complied with.

PROFESSIONAL LAND SURVEYOR REGISTERED 12224 STATE OF IDAHO CHRIS G. STREET

PRELIMINARY

Chris G. Street License No. 12224 Date

CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977
hleinc.com

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DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO:	2023-229	
DATE:	December 19, 2024	
REVISIONS		DATE

FINAL PLAT
IRON EAGLE DIVISION 3 AMENDMENT 1
SEC. 7, T. 7 S., R. 35 E.B.M.
BANNOCK COUNTY, IDAHO

SHEET NO. 2 OF 2 SHEETS

Z:\Projects\00-2023 Projects\23-229 Iron Eagle Estates Boundary Line Adjustment\3-CAD\Survey\23-229 Iron Eagle Estates Boundary Line Adjustment.dwg

ATTACHMENT C

STIPULATION BOUNDARY AGREEMENT

STIPULATED BOUNDARY AGREEMENT

This Agreement is entered into between Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, and Ron Dykman individually (hereinafter collectively referred to herein as "Dykman"), and the Dixie Marie Christensen Separate Property Trust by and through Power of Attorney Tina Christensen acting on behalf of Trustee Dixie Christensen, (hereinafter "Christensen"). Dykman and Christensen are collectively referred to herein as the "Parties."

The Parties now desire to settle all existing disputes and claims among them relating to the boundary between their adjoining properties located in Bannock, County, Idaho, and intend to do so through the terms of this Stipulated Boundary Agreement.

Therefore, in consideration of the mutual promises detailed herein, the Parties agree as follows:

1. The Parties, prior to the execution of this Agreement, with the assistance of their respective agents, have marked a new boundary line separating their adjoining properties, (the Agreed Boundary). The Agreed Boundary between the Parties adjoining properties shall be described as follows: Beginning on the Westerly edge of Lot 3, Block 1 of Iron Eagle Estates Division 3 two feet south of the Northwest corner of said Lot; thence along a line running eastward, two feet south of the northern line of Lot 3, Block 1 of Iron Eagle Estates Division 3; thence continuing eastward across Bogey Lane to the west line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence north two feet to the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3; thence along the north line of Lot 1, Block 2, of Iron Eagle Estates Division 3 to the west line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence south two feet along the eastern line of Lot 2, Block 2, of Iron Eagle Estates Division 3; thence eastward along a line that is two feet south of the north line of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3.

2. Contemporaneously with the execution of this Agreement, Dykman shall execute a Quitclaim Deed transferring to Christensen all of Dykman's right, title and interest in the northern two feet of Lot 3, Block 1 of Iron Eagle Estates Division 3, the northern two feet of Bogey Lane, and the northern two feet of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3. A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "A". The cost of preparing and recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded.

3. Contemporaneously with the execution of this Agreement, Christensen shall execute a Quitclaim Deed transferring to Jeremy James McLaughlin and Trina Don McLaughlin all of Christensen's right, title and interest in Lot 1, Block 2 of Iron Eagle Estates Division 3 (the "McLaughlin Property"). A facsimile of the Quitclaim Deed is attached to this Agreement as Exhibit "B". The cost of preparing and

recording the deed shall be paid by Dykman, and a copy of the recorded instrument shall be provided to Christensen within five (5) days of being recorded..

4. Dykman shall construct a 6-foot-tall vinyl fence along the southern side of the Agreed Boundary, wholly within the south side of the Agreed Boundary. The Parties will collaborate with Lee Buetts of Buetts Fence to ensure that the fence is constructed in the proper location. Dykman will pay all costs of constructing the fence. The fence must run parallel to the Agreed Boundary on the southern side of the Agreed Boundary. The fence shall frame the McLaughlin Property at right angles on the McLaughlin side of their property line.

5. Dykman will pay Tina Christensen $12,075.00, using a cashier's check, within 5 business days following the execution of this Agreement and the execution and delivery of the required deeds.

6. Upon execution of this Agreement and the required deeds, Christensen will waive and release any rights it may claim pursuant to the Idaho Code § 42-1102 for an irrigation easement across the lands south of the Agreed Boundary. Christensen will deal with any changes to its irrigation system on its property without assistance from Dykman. Tina Christensen and the Dixie Marie Christensen Separate Property Trust have, and shall retain, all other rights of way for a ditch, canal, or conduit to convey water to the place of use for the purposes of irrigation of the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust pursuant to Idaho Code § 42-1102.

7. The horse fence and existing chain link fence around the Christensen property shall not be disturbed in any way by Dykman, or employees or agents thereof.

8. Dykman shall, at their own expense, remove the asphalt, curbing and gutter that extends beyond the agreed upon property line. Dykman shall also fill in with dirt and level the ground where the asphalt, curbing and gutter are removed. All gravel placed on Christensen property by Dykman shall be removed by Dykman, and no gravel shall be placed on the Christensen property by Dykman in the future.

9. Christensen and its agent or agents shall never connect any other fence or object to the vinyl fence constructed by Dykman.

10. Dykman, and/or his or their employees, contractors, or other associated workers shall never enter onto any parcel of land owned by Tina Christensen or the Dixie Marie Christensen Separate Property Trust without express written permission from Tina Christensen. The Dykman Parties shall contact Tina Christensen for written permission for entrance onto the land owned by Tina Christensen and/or the Dixie Marie Christensen Separate Property Trust prior to each entrance.

11. Tina Christensen has Power of Attorney and certifies that she is authorized to act for and on behalf of the Trustee of the Dixie Marie Christensen Separate Property Trust,

and to sign this Agreement, and Tina Christensen shall personally indemnify and hold Dykman harmless should this certification prove to be incorrect.

12. The Parties retain their rights to enforce this Agreement and may seek all remedies available under applicable civil and criminal law, including specific performance. In the event of a breach by a party of the terms of this Agreement, the Parties agree that the Party claiming the breach shall give 30 days' written notice of the alleged breach, during which the breaching party will have the right to cure the breach before the other party may seek civil or criminal remedies.

13. The Parties each release and discharge the other from any and all claims which they may have against each other as of the date of execution of this Agreement. This mutual release does not release the Parties from the performance of their obligations stated herein and the Parties may sue to enforce the obligations agreed to.

14. Each Party shall bear their own attorney fees and costs incurred up to and including the execution of this Agreement.

15. The following is correct contact information for the Parties:

Dixie Marie Christensen Separate Property Trust, Tina Christensen, Trustee Dixie Christensen	Dykman Construction, Inc., Dykman Realty, LLC, by and through agent Ron Dykman, Ron Dykman individually
Tina Christensen 4645 Navajo Street Pocatello ID 83204 208-234-7177 Attorney: Jason Brown May, Rammell & Wells 216 West Whitman Pocatello, Idaho 83204 208-233-0132	Ron Dykman 4133 N Garton Ln Pocatello, ID 83204 208-221-3105 Attorney: Ron Kerl Cooper & Larsen 151 North 3rd Avenue, 2nd floor Pocatello, Idaho 83205 208-235-1145

16. Dykman does indemnify Christensen and will warrant and defend her against all claims to the property deeded to her by Dykman as a result of this Agreement.

17. Within thirty (30) days of execution of this Agreement by the Parties, Dykman shall take all actions necessary to make lot adjustments with the City of Pocatello pursuant to this Agreement, including the actions necessary to vacate the two feet of Bogey Lane that are currently designated as a road.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of:

October 16, 2024.

Tina Christensen, individually, and as Attorney-in-Fact for Dixie Marie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust

October 14, 2024.

Ron Dykman, individually, and as Agent for Dykman Realty, LLC and Dykman Construction, Inc.

STATE OF IDAHO)
ss
County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared **Ron Dykman**, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same individually and as the Authorized Agent of Dykman Construction, Inc. and Dykman Realty, LLC.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

RALPH RONALD KERL
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION NO. 58386

(SEAL)

NOTARY PUBLIC for Idaho
Residing at: Pocatello

STATE OF IDAHO)
ss
County of Bannock)

On this 16 day of October, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared **Tina Christensen,** known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same, individually and as the Attorney-in-Fact for Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

EMMA H SPAULDING
Com. No. 20230854
NOTARY PUBLIC
Expires: 02/21/2029
STATE OF IDAHO

(SEAL)

NOTARY PUBLIC for Idaho
Residing at: Bannock County, Pocatello, ID

EXHIBIT "A"
FACSIMILE QUIT CLAIM DEED

QUIT-CLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2024, by and between Dykman Realty, LLC, as Grantor, and Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust, of 4645 Navajo Street, Pocatello ID 83204, herein designated as Grantee:

Grantor, for value received, does by these presents, demise, release and forever quitclaim unto Grantee and its heirs or assigns forever, the following described premises in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

> The northern two feet of Lot 3, Block 1 of Iron Eagle Estates Division 3; the northern two feet of Bogey Lane; and the northern two feet of Lots 2, 3, 4, 5, 6, and 7 of Block 2 of Iron Eagle Estates Division 3.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to its heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set hand and seal the day and year first above written.

Dykman Realty, LLC

By:_____
Ron Dykman, Authorized Agent

STATE OF IDAHO)
ss
County of Bannock)

On this ____ day of_____, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared Ron Dykman, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same as the Authorized Agent of Dykman Realty, LLC.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC for Idaho
Residing at:

EXHIBIT "B"
FACSIMILE QUIT CLAIM DEED

QUIT-CLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2024, by and between Dixie Christensen, Trustee of the Dixie Marie Christensen Separate Property Trust, by her Attorney-in-Fact, Tina Christensen herein designated as Grantor, and Jeremy James McLaughlin and Trina Don McLaughlin, husband and wife, of 4226 Bogey Lane, Pocatello, ID 83204 herein designated as Grantees:

Grantor, for value received, does by these presents, demise, release and forever quitclaim unto Grantees and their heirs or assigns forever, the following described premises in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

Any interest owned by the Dixie Marie Christensen Separate Property Trust in Lot 1, Block 2 of Iron Eagle Estates Division 3.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantees and to their heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set hand and seal the day and year first above written.

Dixie Marie Christensen Separate Property Trust

By:_____
Dixie Christensen, Trustee, by Tina Christensen, Her Attorney-in-Fact

STATE OF IDAHO)
ss
County of Bannock)

On this ____ day of_____, 2024, before me, the undersigned Notary Public in and for said County and State, personally appeared Tina Christensen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same as the Attorney-in-Fact for the Trustee, Dixie Christensen.

IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC for Idaho
Residing at:

CITY OF POCATELLO

Planning & Development Services

#10

EXECUTIVE SUMMARY
POCATELLO CITY COUNCIL
MEETING FEBRUARY 6, 2025

SUBDIVISION:	Stan's Industrial Park
FILE:	FP24-0002
APPLICANT/OWNER:	Stewart Ward/Sweat Equity Investments LLC
SURVEYOR/ENGINEER:	Dioptra
REQUEST:	Final Plat Application
LOCATION:	6150 & 6120 S, 5th Avenue
LOTS/UNITS:	10 Lots

BACKGROUND:
The Council may recall approving annexation and provided zoning designations of approximately 482.88-acres of land located along South 5th Avenue between South Valley Road and Katsilometes Road last June, 2024. The subject parcels RPRPCCPP159200 and RPRPCPP159100 were within Bannock County jurisdiction when the concept and preliminary plat applications were approved. A copy of the Bannock County Planning & Development Council's recorded Conclusion & Decision's are attached for review. Annexation of the subject parcels was officially included into the Corporate City boundaries on June 6, 2024 with a zoning designation of Residential-Commercial-Professional (RCP).

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is in substantial conformance with the preliminary plat application, per Code Section 16.24.060, and is compliant with all applicable standards of City Code 16.24, assuming compliance with the conditions of approval. Should the Council wish to approve the final plat application, staff recommends the following conditions:

1. All comments contained in the **Public Works Memorandum** (Attachment A), dated January 23, 2025 shall be adhered to;
2. Any standards/regulations not herein noted but applicable to the development shall be adhered to

ATTACHMENTS:

A. Public Works Memorandum dated January 23, 2025;
B. Final Plat with pertinent information;
C. Bannock County Planning & Development Council recorded Conclusion & Decision for Concept Plan;
D. Bannock County Planning & Development Council recorded Conclusion & Decision for Preliminary Plat – Stan's Industrial Park.

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

JANUARY 23, 2025

CITY OF
POCATELLO

Public Works
911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MB
Jake Murphy, Sr. Engineer Technician

Date: 1.23.2025

Re: Stan's Industrial Park – City Council Final Plat (2.6.205) Application #FP24-0002

The Public Works Departments have reviewed the final plat/construction drawings application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- **A.** After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- **B.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- **C.** Subdivision plat shall conform to all state and local laws and ordinances.
- **D.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **E.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **F.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **G.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **H.** The plat shall be reproducible on an 8.5x11 sheet of paper, be black opaque ink, no gray scale or color.
- **I.** Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

2. Construction Plans/Infrastructure

A. Development Conditions

1. Show the street cross section with right-of-way width, planter strip, curb, gutter, and sidewalk, etc.
2. Provide cross sections for all new and existing stormwater ponds in the construction drawings.
3. Provide copy of the executed Permanent Operations and Maintenance (O&M) agreement.
4. Provide City of Pocatello approval stamp on each sheet for signature as follows:

APPROVED
City of Pocatello
Plans approved solely as to City requirements and
design standards. No review is provided for quality,
or sufficiency of engineering design for the site.

_____ _____
Name Date

5. Provide sanitary sewer and water service record drawing table
6. 4-inch sanitary sewer services to be schedule 40 PVC or ABS.
7. Remove extra call out 501A1 from sheet 4 in front of Lot 2 Block 2
8. For this proposed use, fire hydrant spacing to be 300-feet. Could place one additional hydrant between Lot 2 and 3 Block 1.
9. Provide a main line water valve to the east of the last fire hydrant approximately station 8+65
10. If water main line is to be public the main line shall be placed in public right-of-way. If not public the shall have a double check valve assembly and a master meter installed.
11. All lots except for Lot 1 Block 1 shall have 6-inch curb for the full width of the lots. With adjacent sidewalks to be 5-feet in width.
12. Place 5-foot sidewalk adjacent to S 5th Ave for the full frontage of Lot 1 Block 1 and Lot 1 Block 2. ADA Ramps on both sides of Stans Way.
13. Sidewalk to be placed on the north side of Lot 1 Block 2 through the curb islands to meet with ADA Ramp on S 5th Ave.
14. Stormwater inlets for this roadway to be 48-inch PSD-602
15. Sheet 8 call out 202K references grading outside construction limits, clarify construction limits on plans.
16. Show grading volumes (cut and fill) as well as disturbed area in acres on the plans.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible

person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.

3. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.
4. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
5. As-Built Drawings shall be submitted on Arch D (24" x 36").
6. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.
7. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.
8. Per **Section 500.04.16, City of Pocatello Design Principles and standards,** a pavement preservation technique "Fog Seal" of streets shall be required prior to the two (2) year warrantee period on all newly accepted streets. Developer can have this done by a private contractor or have the City perform the work at the Developer's expense (approximately $0.30 per square yard for materials, 2017 cost). The city will bill the Developer after the work is completed if the City performs the work.
9. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
10. The construction contractor will need to be bonded with the City of Pocatello for a minimum of $50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars ($25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.

ATTACHMENT B

FINAL PLAT WITH PERTINENT INFORMATION

SURVEY NARRATIVE

1. The purpose of this survey is to divide the parcels described in Deeds Instr. #22404517 and Instr. #22213659 into 2 Blocks and 10 Lots.

2. The Right-of-Way for South 5th Avenue was determined from found Bannock County Brass Cap monuments as shown. The original curve data from ITD plans (FAP 110-A) was modified to best fit said monuments along South 5th Avenue. Monuments from other surveys along said right-of-way fit within acceptable tolerances.

3. The northwest and northeast parcel boundaries were determined from found monuments as shown.

4. The east parcel boundary was determined from found monuments along the east meridional 1/16th line. There are double monuments along this line as shown in Details "A" and "B". The ½" rebar shown in Detail "A" did not fit said 1/16th line and the iron pipe was accepted as the corner location. Both monuments shown in Detail "B" were held as parcel corners to agree with ROS #22202479.

6. The southeast parcel boundary was determined from found monuments as shown. This line agrees with ROS #22202479.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	494.57'	11790.00'	494.53'	S 46°13'31" E	2°24'12"
(R1-C1)	*(477.92')*	*(11500.00')*	*(477.89')*	*(S 46°14'11" E)*	*(2°22'52")*
C2	492.89'	11750.00'	492.85'	S 46°13'31" E	2°24'12"
(ITD-C2)	*(493.3')*	*(11460')*	–	–	*(2°28')*
C3	491.21'	11710.00'	491.18'	S 46°13'31" E	2°24'12"
C4	286.91'	11790.00'	286.91'	S 46°43'47" E	1°23'40"
(R1-C4)	*(286.95')*	*(11500.00')*	*(286.94')*	*(S 46°42'44" E)*	*(1°25'47")*
(R3-C4)	*(286.95')*	–	–	–	–
C5	121.98'	11790.00'	121.98'	S 47°07'50" E	0°35'34"
C6	164.94'	11790.00'	164.94'	S 46°26'00" E	0°48'06"
C7	164.56'	11790.00'	164.56'	S 45°37'58" E	0°47'59"
(R1-C7)	*(190.97')*	*(11500.00')*	*(190.97')*	*(S 45°37'18" E)*	*(0°57'05")*
C8	26.48'	11790.00'	26.48'	S 45°10'03" E	0°07'43"
(R1-C8)	*(26.46')*	*(11500.00')*	*(26.48')*	*(S 45°06'43" E)*	*(0°07'55")*
C9	16.62'	11790.00'	16.62'	S 45°03'50" E	0°04'51"
C10	20.25'	145.00'	20.24'	S 46°36'25" W	8°00'09"
C11	29.46'	145.00'	29.41'	S 56°25'44" W	11°38'29"
C12	41.14'	120.00'	40.94'	S 52°25'39" W	19°38'37"
C13	19.79'	95.00'	19.76'	S 48°34'26" W	11°56'10"
C14	12.78'	95.00'	12.77'	N 58°23'45" E	7°42'27"
C15	32.57'	95.00'	32.41'	S 52°25'39" W	19°38'37"
C16	41.14'	120.00'	40.94'	N 52°25'39" E	19°38'37"
C17	49.71'	145.00'	49.47'	N 52°25'39" E	19°38'37"
C18	31.06'	27.25'	29.40'	N 75°15'22" E	65°18'03"
C19	130.49'	50.00'	96.49'	N 33°08'33" E	149°31'40"
C20	32.57'	95.00'	32.41'	S 52°25'39" W	19°38'37"
C21	49.71'	145.00'	49.47'	S 52°25'39" W	19°38'37"
C22	25.00'	11790.00'	25.00'	S 46°53'41" E	0°07'17"
C23	25.00'	11790.00'	25.00'	N 46°46'24" W	0°07'17"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 47°25'37" E	13.06'
(R3-L1)	*(N 47°38' W)*	*(13.05')*

NOTES

1. Stormwater will be detained in the designated stormwater ponds at the cost of developer and storm water drainage swale shall not be filled.

2. The Utility Connection Annexation Covenant with the City of Pocatello is recorded as Instrument #22208790.

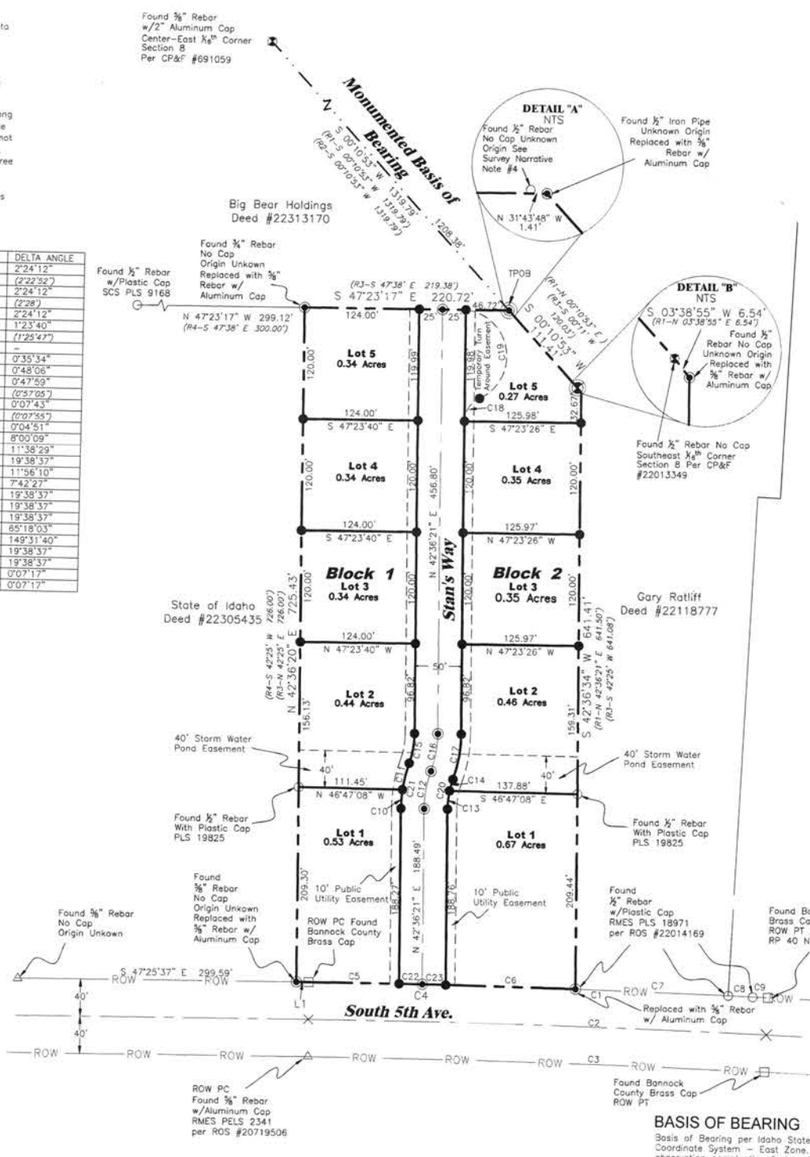
3. 10-foot public utility easement along both sides of Stan's Way.

4. A temporary cul-de-sac turnaround will be constructed as part of this development. At the time which Stan's Way is extended or connected to another road, the temporary cul-de-sac easement may be vacated.

Project Location



VICINITY MAP



BASIS OF BEARING

Basis of Bearing per Idaho State Plane Coordinate System - East Zone, GPS observation combination factor: 1.0002722400. Origin Lat: N 41°38'29.73" Long: W 114°34'02.15" All distances are US Survey Feet.

Final Plat For

STAN'S INDUSTRIAL PARK

A PLANNED UNIT DEVELOPMENT LOCATED IN SE 1/4 SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, OF THE BOISE MERIDIAN IN THE COUNTY OF BANNOCK.



0 40 80 160

LEGEND

- Subdivision Boundary
- Lot Lines
- Easements
- Section Line
- ROW — Right-of-Way
- Adjoining Parcels
- Road Center Line
- 1/16th Corner
- Set 1/2" Rebar with Plastic Cap PLS 15295
- Set 5/8" Rebar with Aluminum Cap PLS 15295
- Found 1/2" Rebar as noted
- Found 5/8" Rebar as noted
- Found monument as noted
- Calculated Position
- *(R1-)* Record Bearing and Distance per ROS Instr. #22202479
- *(R2-)* Record Bearing and Distance per ROS Instr. #22014169
- *(R3-)* Record Bearing and Distance per Deed Instr. #20920958
- *(R4-)* Record Bearing and Distance per Deed Instr. #21618557
- *(ITD-)* Record Bearing and Distance per Highway Plans for Old Oregon Trail FAP 110A



DIOPTRA
4880 Clover Dell Rd.
Chubbuck, ID 83202
Ph.208-237-7373
www.dioptrageomatics.com

Stan's Industrial Park	
Drawn By: JRR	Scale: 1"=80'
Date: 6/17/24	Project: 24020

Sheet: 1 OF 2

Final Plat For

STAN'S INDUSTRIAL PARK

A PLANNED UNIT DEVELOPMENT
LOCATED IN SE 1/4 SECTION 8,
TOWNSHIP 7 SOUTH, RANGE 35 EAST, OF THE
BOISE MERIDIAN IN THE COUNTY OF BANNOCK.

BOUNDARY DESCRIPTION

Part of Section 8, Township 7 South, Range 35 East Boise Meridian, Bannock County, Idaho, more particularly described as;

Commencing at the Center-East 1/16th corner of
Section 8, Township 7 South, Range 35 East and running thence
S 00°10'53" W 1208.38 feet along the east 1/16th line of said Section 8 to the northwesterly line of Parcel described in Deed #22118777, said point being True Point of Beginning;
Thence continuing S 00°10'53" W 111.41 feet along said east 1/16th line and along said west line to the southeast 1/16th Corner of said Section 8,
Thence S 03°38'55" W 6.54 feet along said west line,
Thence S 42°36'34" W 641.41 feet along said west line to the north right-of-way of South 5th Avenue also being a point on a non-tangent curve to the left,
Thence northwesterly along said right-of-way and non-tangent curve to the left 286.91 feet (Curve Data: Radius= 11790.00', Delta= 01°23'40", Chord= N 46°43'47" W 286.91),
Thence N 47°25'37" W 13.06 feet along said right-of-way to the southerly corner of the parcel described in Deed #22305435,
Thence N 42°36'20" E 725.43 feet to the southwesterly line of the parcel described in Deed #22313170,
Thence S 47°23'17" E 220.72 feet along said line to the Point of Beginning.

Parcel contains ±4.93 acres

OWNER'S CERTIFICATE

Know all men by these presents that we, the undersigned owners of the tract of land described in the Boundary Description, have caused the same to be subdivided into blocks and lots, and does hereby warrant and save the City of Pocatello and the County of Bannock harmless from any existing easements or encumbrances. It is our intention, the owners, to include all of the land described in the Boundary Description in this plat. The location and dimensions of the block and lots are to be shown on the accompanying map of the property. The streets shown are hereby dedicated to the public. The easements shown are not dedicated to the public but the right to use said easements is hereby perpetually reserved for public utilities, roadway slopes, drainage, snow removal or for any other use designated on the plat, and no structures other than those for such utility purposes are to be erected within the lines of said easements.

In witness whereof, we, the owners, do hereunto set our hands.

NICK JENSEN
MANAGER SWEAT EQUITY INVESTMENTS LLC

NICK JENSEN
MANAGER C&N LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF BANNOCK) ss

On this _____day of_____, 2024, before me, a Notary Public in and for the State of Idaho, personally appeared, Nick Jensen, known or identified to me, to be the manager of Sweat Equity Investments LLC whose name is subscribed to the within instrument, and acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate first above written.

NOTARY PUBLIC

MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF BANNOCK) ss

On this _____day of_____, 2024, before me, a Notary Public in and for the State of Idaho, personally appeared, Nick Jensen, known or identified to me, to be the manager of C&N LLC whose name is subscribed to the within instrument, and acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate first above written.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CITY OF POCATELLO

The plat on which this certification appears is hereby approved and the dedication are hereby accepted by the City of Pocatello, Idaho this___ ____ day of_____, 2023.

BRIAN BLAD, MAYOR

KONNI R. KENDELL, CITY CLERK

MERRIL QUAYLE, ENGINEER FOR THE CITY

PE#10600

CULINARY WATER

This subdivision is eligible to receive water from the existing City of Pocatello municipal water system.

CITY SURVEYOR'S CERTIFICATE

I, Gerald V. Evans, a registered land surveyor, have checked this plat and the computations shown hereon and find no disagreements with Idaho Code or local ordinances pertaining thereto.

GERALD V. EVANS PLS #10342
POCATELLO CITY SURVEYOR

DATE

COUNTY EXAMINING SURVEYOR'S CERTIFICATE

I, _____, an Examining Surveyor in and for Bannock County do hereby certify that I have checked this plat and computations shown hereon and have determined that the requirements of Idaho Code 50-1305 have been met, I approve the same for filing this _____ day of _____, 2023.

P.S. #

SANITARY RESTRICTIONS

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on Department of Environmental Quality review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Southeastern Idaho Public Health
Environmental Health Speciclist

Date

IRRIGATION WATER RIGHTS STATEMENT

It has been determined that the property incluced in this subdivision is not located within the boundaries of an existing irrigation district. Lots within this subdivision will not receive an irrigation water right.

RESTRICTIVE COVENANTS

The articles of protective covenants recorded as Instr. #_____ are hereby made a part of this plat.

COUNTY TREASURER'S CERTIFICATE

Pursuant to 50-1308, Idaho Code: I do hereby certify that all county property taxes due, both delinquent and current have been paid on the property described in the shown legal description through_____.

COUNTY TREASURER - JENNIFER CLARK

DATE

SURVEYORS CERTIFICATE

I, Stewart K. Ward, a Licensed Professional Land Surveyor in the state of Idaho do hereby certify that a survey was made under my direction of the premises described in the boundary description and shown on this plat upon which this certification appears. I further certify that this plat was prepared under my direction and that the monumentation shown conforms with that set on the ground and that the pertinent statutes of the State of Idaho, together with all local ordinances have been complied with.

STEWART K. WARD, LICENSE NO. 15295

DATE

PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO STEWART K. WARD
PRELIMINARY

COUNTY RECORDERS CERTIFICATE

DIOPTRA
4880 Clover Dell Rd.
Chubbuck, ID 83202
Ph.208-237-7373
www.dioptrageomatics.com

Stan's Industrial Park		
Drawn By: JRR	Scale: 1"=80'	Sheet: 2 OF 2
Date:	Project: 24020	

Pocatello Planning Map



ATTACHMENT C

BANNOCK COUNTY P&Z COUNCIL
CONCLUSION & DECISION – CONCEPT PLAN

JUNE 5, 2024

Instrument # 22405721
Bannock County, Pocatello, Idaho
06/06/2024 11:05:46 AM No. of Pages: 4
Recorded for: BANNOCK COUNTY PLANNING & DEVELOPMENT SERVICES
Jason C. Dixon Fee: $0.00
Deputy: jmcdonald

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL FINDINGS AND ORDER

CONCEPT PLAN – STAN'S INDUSTRIAL PARK
PUBLIC HEARING: JUNE 5, 2024

FILE #: SCP-24-2

LOCATION: RPR4013006001 addressed as 6120 and 6150 S. 5th Ave, Pocatello, ID 83204, and RPR4013006002, currently unaddressed.

APPLICANT:
Dioptra
Stewart Ward
4880 Clover Dell Road
Pocatello, ID 83202

OWNER:
Con Jensen
262 Lewis Loop
Fish Haven, ID 83287

OWNER:
C&N LLC
13104 W. Tyhee Road
Pocatello, ID 83204

REQUEST & BACKGROUND: Stewart Ward proposes a 10-lot planned unit development subdivision with a total of approximately 5.00 acres, with the proposed name of Stan's Industrial Park. The development proposes connection to City of Pocatello water and sewer. The buildable lots will be between 0.27 and 0.67 acres in size. This subdivision is located 0.20 miles from the City of Pocatello boundary.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:
ZONE: Multiple Use
Proposed Designation: Commercial General
PROPERTY SIZE: ~5.0 acres
VIEWS: The property is visible from all directions
IMPACT AREA: City of Pocatello
FLOOD ZONE: X, minimal
TERRAIN: flat with sloping from northeast to southwest
EXISTING STRUCTURES: Two commercial structures and accessory structures.

NOTICE AND TESTIMONY REQUIREMENTS:

Notice of the public hearing was completed according to statutory requirements. Public comment was taken according to statutory requirements.

REQUIRED FINDINGS FOR CONCEPT PLAN – REVIEW CRITERIA, §302.E

1. The proposed tentative plan **is** in conformance with the Bannock County Comprehensive Plan; **is** in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.

   This proposal complies with the Planned Unit Development Standards and previous granted approval by commission and planning council. The project standards were coordinated with the City of Pocatello to meet their standards for development since annexation will take place within the next 45 days.

2. The proposed roads and bridges **are** designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation **was not** requested and **was not** granted to equal or exceed these standards for its purpose.

   No design deviation is required since the project is connecting to the City of Pocatello utility services.

3. The proposed partitioning of land **does not** prohibit the extension of dedicated streets or roads.

   The land is being developed to the best use of land and is planned to connect to adjoining property to the east.

4. The proposed partitioning **will not** conflict with legally established easements or access within or adjacent to the proposed land partition.

   The partitioning does not conflict with any established easements as shown on the plat and the existing access easement will be replaced with a formal right-of-way.

5. The blocks of lots **are** located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.

   Lots have been laid out for efficiency of utilities, for future connection to adjacent properties and lots comply with the 1 to 5 ratio of the subdivision ordinance.

6. The proposed property **is** physically suitable for the type and proposed density of development and **does** conform to existing zone standards.

   The development provides for the density based upon the granted planned unit development (PUD) and conforms with the standards of the zone as allowed by the PUD.

(If adding approval conditions) with the following conditions of approval,

1. Fire suppression requirements shall be resolved with the local fire jurisdiction before the Preliminary Plat application, and written requirements included in application. Location of any required fire suppression must be depicted on all subsequent plats.
2. A note to be placed on all subsequent plats stating all lots shall access the interior subdivision road.
3. Provide location of central mail boxes on the preliminary plat.
4. Depict all current and proposed easements and rights-of-way located within the subdivision, on all subsequent plats, to include measurements and instrument numbers (when available).
5. Structures and setback measurements shall be depicted on preliminary plat only.
6. Proposed road name to be placed on all subsequent plats.
7. Road and utility easements shall be designed and constructed according to the Highway Standards and Roadway Development Procedures for Bannock County.
8. Utility easement shall be labeled as Public Utility Easement.
9. Provide development agreement with City of Pocatello to connect to city services preliminary plat submittal. Instrument number(s) must be referenced on final plat.
10. Include the proposed stormwater detention/retention methods and measures with calculations, adequate for controlling post development stormwater runoff, on the preliminary plat and construction plans.
11. Landscape of stormwater ponds will be at the cost of the developer, as part of the construction plans.
12. All proposed landscape plans, to include location and type of landscaping material, will be submitted with preliminary plat and construction plans.
13. All subsequent plats shall state "All lots are currently zoned in the Bannock County Multiple Use District and are re-designated to the Commercial General District per Bannock County Zoning Ordinance 1998-1 §350."
14. Plat shall state it is a Planned Unit Development.
15. Declaration statement for the City of Pocatello on final plat.
16. Plat shall state stormwater drainage swales shall not be filled.

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request for Stan's Industrial Park Concept Plan, as described in the application, shall be **approved.**

Motion by Evans, seconded by Selleneit, to adopt the foregoing Findings and Order.

ROLL CALL:

Councilperson Evans	Voted **Yes**
Councilperson Hill	Voted **Yes**
Councilperson Selleneit	Voted **Yes**
Councilperson Ulrich	Voted **Absent**
Councilperson Ward	Voted **Recused**

Motion **approve** carried by a 3 to 0 vote.

Dated this 5th day of June, 2024.

Barbara Hill

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this 5th day of June, in the year of 2024, before me Alisse Foster, a notary public, personally appeared Barbara Hill, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

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Notary Public
My Commission Expires on April 27 2026

ATTACHMENT D

BANNOCK COUNTY P&Z COUNCIL
CONCLUSION & DECISION -PRELIMINARY PLAT
AUGUST 21, 2024

Instrument # 22408917
Bannock County, Pocatello, Idaho
08/22/2024 11:23:43 AM No. of Pages: 3
Recorded for: BANNOCK COUNTY PLANNING & ZONING
Jason C. Dixon Fee: $0.00
Deputy: nbarnes

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL FINDINGS AND ORDER

PRELIMINARY PLAT–STAN'S INDUSTRIAL PARK
MEETING DATE: August 21, 2024

FILE #: SPP-24-4

LOCATION: RPR4013006001 addressed as 6120 and 6150 S. 5th Ave, Pocatello, ID 83204, and RPR4013006002, currently unaddressed.

APPLICANT:
Dioptra
Stewart Ward
4880 Clover Dell Road
Pocatello, ID 83202

OWNER:
Sweat Equity Investments LLC
790 Garden Drive
Chubbuck, ID 83202

OWNER:
C&N LLC
13104 W. Tyhee Road
Pocatello, ID 83204

REQUEST & BACKGROUND: Stewart Ward proposes a 10-lot planned unit development subdivision with a total of approximately 5.00 acres, with the proposed name of Stan's Industrial Park. The development proposes connection to City of Pocatello water and sewer. The buildable lots will be between 0.27 and 0.67 acres in size. This subdivision is located within City of Pocatello.

FINDINGS:
JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONE: Was Multiple Use, currently City of Pocatello
PROPOSED DESIGNATION: Commercial General
PROPERTY SIZE: ~5.0 acres
VIEWS: The property is visible from all directions
FLOOD ZONE: X, minimal
TERRAIN: Flat with sloping from northeast to southwest
EXISTING STRUCTURES: Two commercial structures and accessory structures.

CRITERIA FOR APPROVAL:

1. The preliminary plat **is** in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.

   There have been no changes from the Concept Plan and it is in conformance with the concept and all applicable county ordinances.

2. The street plan for the proposed subdivision **will** permit its development in accordance with the Bannock County Subdivision Ordinance.

   The street plan meets all requirements of Bannock County ordinances and will connect with adjacent property.

3. The street plan for the proposed subdivision **will** permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.
   The street plan meets all requirements of Bannock County ordinances and will connect with adjacent property.

4. Lot lines and roads **do** relate to land shapes and existing development.
   There are approved developments adjacent to this and it complies and relates to those lots and land shapes.

CONDITIONS (If any)

1. Developer should consider removing note 8 from the plat, or update the note to reference Block 2, Lot 5.
2. Provide measurements of the temporary turnaround easement on final plat and construction plans.

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request of the Preliminary Plat for Stan's Industrial Park, as described in the application, shall be **approved.**

Motion by Chad Selleneit, seconded by Edward Ulrich to adopt the foregoing Findings and Order.

ROLL CALL:

Councilperson Hill	Voted **Yes**
Councilperson Selleneit	Voted **Yes**
Councilperson Ulrich	Voted **Yes**
Councilperson Ward	Voted **Recused**

Motion carried by a 3 to 0 vote.

Dated this 21st day of August, 2024.

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this 21st day of August, in the year of 2024, before me Marjorie Williams a notary public, personally appeared Edward Ulrich, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

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Notary Public
My Commission Expires on 5/31 20 25

AGENDA ITEM NO. 11

TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager - Planning & Development Services Department

DATE: Meeting of February 6, 2025

RE: Blue Cross of Idaho Foundation for Health, Inc. – Community Project Grant Application for Alameda Park

City officials and staff including Mayor Blad, Parks & Recreation Director, Anne Butler, and grants Manager Christine Howe participated in the Blue Cross of Idaho Foundation for Health, Inc. Community Health Academy in 2023. As a result of participation in the Health Academy, the City is eligible to apply for Foundation for Health grant opportunities.

The Foundation for Health announced its 2025 Community Project grant opportunity. Staff proposes an application to fund the Alameda Park redesign, which would fund a community-based approach to improving the aging infrastructure and updating the park amenities in accordance with community desires.

The Community Project grant would include an extensive community engagement process which will result in design plans for the Park and implementation activities, such as installation of new amenities, as budget allows. The program requires the commitment of 80 hours of staff time which would be met through in-kind work of the Public Outreach and Grant Coordinator and some Parks & Recreation Department staff time. The project outreach would begin in the Spring or Summer of 2025 and other project elements would be completed in 2026. The total grant funding request is $85,000.

If you have questions or would like more information about the Community Project grant application, please do not hesitate to contact me at chowe@pocatello.gov or 208-234-6186.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Blue Cross of Idaho – Foundation for Health, Inc Grant Application (P & R/PDS)
DATE: January 28, 2025

I have reviewed the above-referenced grant application and it meets with my approval for the City to make the application once the Council has authorized the application and acceptance of the grant. There is not an upfront financial local match, however there will some in in-kind staff time and equipment as part of the Grant.

If you have any questions, please feel free to contact me.

Grant Information



FAQ: The Community Project

What is The Community Project?

The Community Project is a grant program offered by the Blue Cross of Idaho Foundation for Health to cities that have attended Community Health Academy. The Community Project provides the opportunity to unite community leaders and residents to define, design, and create outdoor spaces that bring people together. The Community Project is for new projects and those still being developed with community input.

The Community Project is a three-step process:

1. Identify the outdoor community space
2. Collaborate and engage with community members and groups to cocreate a design and plan for the space
3. The project comes to life through Blue Cross of Idaho Foundation for Health funding

What The Community Project is not?

The Community Project is not a grant for already established projects. It is not a grant for securing funds to finish or start a project where cities don't need or want public input. This grant is for cities interested in uniting their community with thorough engagement around a yet-to-be started project.

Who can apply?
Only staff or elected officials of any incorporated Idaho city that has attended the Blue Cross of Idaho Foundation for Health's Community Health Academy are eligible to receive The Community Project grant.

When is the application period?
Details and timeline are provided to Community Health Academy graduates whose cities haven't received The Community Project or Community Transformation Grants in past years.

Why The Community Project?
The Blue Cross of Idaho Foundation for Health works to create a healthier Idaho by bringing people together and creating partnerships in communities. We take pride in listening to our partners and hear that cities are looking for ways to bring people together for the community's benefit.

What types of projects have been funded by The Community Project grants?
Our previous grantees have used funding to accessorize a City Hall courtyard, develop a new park, enhance a paved pathway, equip a downtown-area park and create a space for people to gather near City Hall. These projects all resulted from extensive community engagement.

What other type of projects could be funded by The Community Project grant?
Idahoans love the outdoors. We envision outdoor projects that would be accessible to all community members, especially families and children.

That could mean a picnic area, pavilion, splash pad, walking paths, trails, gazebos, community gardens, or something else that a community brainstorms.

The Foundation will contribute up to $85,000 toward the project. Communities can contribute or seek additional funds for larger projects, but the desire is for the project to be completed in 2025.

What do cities receive if awarded The Community Project grant?
The Foundation will fund the construction of the project (up to $85,000) and provide a technical assistance contractor to help support community engagement and lead community focus groups. The Foundation will help create communications strategies, including surveys and mailers for communities to distribute, assist with ribbon cutting celebrations and social media support. A focus of this grant is community engagement and cocreating a community space to bring neighbors together, and we'll be there to support cities in that mission.

What should cities expect if selected and what obligations do they have in the grant process?
Awarded communities must allocate staff time or find outside support to help with community engagement, which is expected to be about 80 hours over the entire project. The Foundation will pay a small stipend on top of the grant to help support the workload. It is important that the community allows time for deep and thoughtful community engagement to get a wide variety of voices for this project. The focus should be on voices not typically heard at a city council meeting – youth, seniors, and multilingual community members.

Cities must have allocated space for a project, such as a green space, park, or other site to develop a community project. Concepts need to have some city support already so that the process runs smoothly and can come to fruition in 2025.

What types of community engagement are expected?
School surveys, focus groups, in-person events, social media outreach, and mailers are ways to communicate and reach the community. This outreach will take place in spring/summer to allow time to decide on a project and get it completed in a timely fashion.

The Foundation and its technical assistance support will cocreate material needed for community engagement with the city. The city liaison will help create survey questions and offer ways to get their input on The Community Project.

What types of community engagement are expected?
Cities will be notified in early to mid-March if they have been selected. In late March, the Foundation team will visit your city and launch the formal grant process, which concludes September 30. That's when the city will receive funding to begin creating the outdoor space.

Grant Application

Community Project Application

Download The Community Project application by selecting this link: 2025 The Community Project Application

1. Fill out the form and save as a new document (Word or PDF)
2. Fill out the digital form below
3. Upload the completed application document
4. Submit application

"*" indicates required fields

City name*
City of Pocatello

Name of person filling out this form*
Christine Howe, Grants Manager

Email address* chowe@pocatello.gov

Phone* 208-234-6186

File upload: Completed application (linked above)
Max. file size: 50 MB.

Blue Cross of Idaho | Foundation for Health, Inc.

The Community Project 2025 Grant Application

Please answer the questions below and upload this document when submitting the online form.

Q: What is your primary motivation for applying for The Community Project?

A: The City of Pocatello recently completed its Comprehensive Plan 2040: Our Valley | Our Vision using a community-centric approach to inform this long-range plan. Through extensive community engagement and stakeholder outreach, the Plan came to fruition and was adopted in 2021 by the Pocatello City Council. The Plan identifies seven Vision Elements that guide the City's work over the next 20 years. Several of those elements align with the goals and mission of the Community Project, making this grant opportunity a great fit for the City and in line with the spirit of the residents' vision for Pocatello. Specifically, the Vision Elements of Civic Collaboration and Outdoor Oriented closely align with the Foundation for Health's Community Project. This grant opportunity would allow the City to collaborate with residents on the creation of an outdoor community space that strives toward achieving the goal of creating expanded recreational opportunities that are connected and accessible (Outdoor Oriented) through a process in which the City works closely with neighborhoods and other entities to enhance the health, safety, and welfare of the community (Civic Collaboration). The City has several local Neighborhood Associations that are comprised of residents of area neighborhoods who work together to build community and improve the places they live. This grant would allow for the Alameda Neighborhood to conduct a community-centered project through the review, re-design, and implementation of improvements at the Alameda Park. Alameda Park is a heavily used park located in the core of the Alameda Neighborhood that is in need of a re-design to create ADA-accessible amenities and upgrades to the aging existing play structures and open space areas. The Community Project grant would allow for an inclusive public process to find out from the park users and neighborhood residents what their needs are, allow for input on future design elements, and begin implementation of that vision.

Q: What needs do you see in your community that align with the purpose of The Community Project? Please provide specific examples if applicable.

A: While completing City plans including the Comprehensive Plan and the Parks Recreation Open Space and Trails (PROST) plan that is underway for Pocatello, the need for upkeep and maintenance at existing parks while making them more accessible and usable has been consistently identified as a priority. Several of the community parks are long overdue for re-design and repair due to aging equipment and infrastructure as well as a backlog of maintenance that has not been addressed. This is the case for the Alameda Park. Despite the needs for upgrades, the Park is heavily utilized. The Park has a play structure and picnic benches, volleyball court, half basketball court, pavilion, two baseball diamonds, and a paved walking path around

the perimeter. The perimeter of the park is tree lined providing shaded areas for the picnic benches and path. Because the park has ample amenities and is located in the core of the neighborhood it is heavily utilized and frequented by families, walkers, joggers, and others utilizing the resources. In addition, this park is host to the Pocatello/Chubbuck School District #25 summer food service programs, providing free meals to children throughout the summer months. Due to funding restraints, the Alameda Park resources have not been maintained nor had substantial upkeep. The play equipment has exceeded its useful life, the pathway is not ADA compliant, and the other amenities are aged and in need of replacement. Further, the trees at the park are aged and have suffered from deferred maintenance. They are in need of substantial trimming or removal which would require plans for new landscaping and re-plantings. The Community Project would allow the City to follow its vision for creating an outdoor-oriented community that uses civic collaboration to create an accessible, safe, neighborhood-friendly outdoor space that best serves the users. This grant would ensure community engagement from start to finish for the Alameda Park and result in a park re-design that is reflective of the community needs and desires.

Q: What specific community members, groups or populations would you want to see participate in the grant process?

A: Because the project would be focused in the Alameda Neighborhood, the Alameda Neighborhood Association would be engaged in the process particularly to help recruit feedback and engage participants from the neighborhood. The City would engage with local agency partners that are active in the area such as School District 25 and NeighborWorks Pocatello, a local non-profit organization that organizes the local neighborhood association meetings. In addition to the neighborhood, the City would ensure outreach is conducted with Pocatello as a whole to ensure engagement with users that live outside the neighborhood. Other area stakeholders such as local businesses and nonprofits will also be engaged. The goal will be to solicit as much feedback from users and residents as well as those that will utilize, maintain, or support the park moving forward.

Q: How do you currently engage with residents and community groups? Please give examples. If you don't actively engage, how do you hope to engage with them in The Community Project?

A: The City engages with residents through a myriad of outreach and engagement techniques. The City has a website where press releases and news updates are posted routinely on the main City home page. In addition, the City has several social media sites that it uses to post updates and current activities. When completing a specific project or plan, the City uses other outreach techniques to engage the public including: project specific webpages; surveys; open houses; focus groups and stakeholder meetings; public hearings; and public meetings. The City has ESRI Hub which allows for the creation of interactive engagement on project webpages. The City attends numerous events to promote programs or projects including: the Portneuf Valley Farmer's Market; Portneuf Valley Environmental Fair; Historic Home Tour; Back to School events; and more. The City's Planning and Development Services Department employs an Outreach Coordinator who regularly attends local organization meetings, such as Chamber of Commerce,

Rotary, KIND Community, Coalition of Local Governments, and more. The Outreach Coordinator serves as a main point of contact for residetns to contact with questions, to gather information, and learn about City activities, work, and plans. This position would play a key role in assisting with the Community Project outreach.

Q: What do you hope to see happen in your city if you are selected for The Community Project?

A: The City hopes to see a large group of residents and stakeholders come together to create and implement a new vision for the Alameda Park that will not only best serve the community but also see through the long-term vision elements of civic collaboration and creating safe, accessible, and friendly neighborhood outdoor spaces. The City can use this process a blueprint for other neighborhood parks that are in need of re-design as well. The City's Comprehensive Plan identifies the important of creating Authentic and Affordable Neighborhoods and a component of that is the support of Neighborhood Associations. The Alameda Neighborhood Association has been engaged with the City, specifically to begin developing a neighborhood plan. The Community Project would catalyze those efforts with a focus on this valuable outdoor resource and serve as a demonstration for how the other existing 6 neighborhood associations and any future established associations could conduct similar work in their communities. The City hopes this will be one of many future efforts and that it can show the value of this type of engagement and community-focused work.

Q: The Community Project requires a grant leader from the city. Who would lead your city's efforts if selected? Please include their name, job title/role and if they have been involved in the application process.

A: The grant leader would be the City's Parks & Recreation Department Supervisor, Brayden Millward with support from the City's Grants Manager, Christine Howe. Both staff have been involved in the grant application process.

Q: Does your city own or control an outdoor space that could be used for the project? Briefly describe any potential outdoor spaces that may be considered for development.

A: The City owns Alameda Park which would be the outdoor space considered for development. As noted, the space has several aging outdoor infrastructure elements as well as numerous large, aging trees that pose potential hazards.

Q: Would the city have the budget/personnel to maintain the outdoor space after the project is completed?

A: Yes. The City's Parks & Recreation Department budget would maintain the outdoor space after completion. The Park is currently included in the maintenance budget for Parks & Recreation and would continue to be included in that.

Q: Does your community have a strong sense of identity? If so, how would you describe it?

A: The City of Pocatello recently undertook a re-branding initiative that sought to identify the City's sense of identity and develop a new logo/brand as well as tagline that evinced this established identity. The City's new logo and tagline "The One and Only" represent Pocatello's identity as follows: We're a little different than our fellow Idahoans. Our unique location, status as a regional hub, and mix of diverse jobs and institutions means we stand out a little. And our name reflects that uniqueness: there is no other City named Pocatello in the entire world. We are truly the one and only." Further, the attributes and emotions that the City identified for the brand included the following: grateful, proud, connected, unified, accessible, hardy, playful, open, supportive. This tagline and brand help guide the City toward its mission to be a vibrant community that promotes a high quality of life through innovation, growth, respect, inclusiveness and ride in who we are. Further, as the Comprehensive Vision elements show, the City identifies strongly with the outdoors.

Q: What is something the Blue Cross of Idaho Foundation for Health should know about your city and community?

A: The City of Pocatello has been diligently working to enhance its community planning and strategic goal-setting through a resident and community-focused approach. This has been put in practice during the Comprehensive Plan process as well as the other City plans that are underway such as the PROST, Pocatello's Safe Streets and Roads for All traffic safety plan, a new skatepark design, and more. The Community Project would perfectly align with the City's goals of improving its open and public spaces for residents through a community-driven approach that implements civic collaboration.

#12

CITY COUNCIL REGULAR MEETING
FEBRUARY 6, 2025
AIRPORT GRANT AGREEMENT AND RESOLUTION
EXECUTIVE SUMMARY

The State of Idaho Transportation Department Division of Aeronautics offers airports an annual grant entitlement, based on available funds, to assist in completing FAA Airport Improvement Program (AIP) projects. The current grant offer is for $15,000, which will be used as match for the federal AIP grants funds. The project to be completed is design and construction and a new taxilane for hangar development.

The State has also awarded the Airport $1,000,000 in grant funds from the Idaho First program. This grant will also be used as match for AIP grant funds and will be used for the rehab of the main runway, which is currently being designed with construction to take place in 2027/2028.

The grants do not require a local match. The State requires a signed Grant Agreement and a City Resolution.

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney

DATE: January 30, 2025

RE: Grant Agreements/Resolutions - Airport

I have reviewed the attached IAAP FY25 and FY26 Grant Agreements between the State of Idaho and the City of Pocatello as well as the accompanying Resolutions. I have no legal concerns with the grant agreements or the resolutions, as prepared. Therefore, it is my legal opinion that upon approval of Council the Mayor may sign the agreements and resolutions.

Please let me know if you have any questions or concerns.

12(a)

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Pocatello, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pocatello Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Construct taxilane
FS Program Number: F258PIH
Project Number: AIP059

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of $15,000.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be $15,000.00.

2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least $0.0 to match STATE participation in said project.

2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.

3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.

6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.

7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.

8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.

9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.

10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)

11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)

12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.

15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.

16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01

18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.

19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01

20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.

21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into, account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320

23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q

C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.

2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.

4. SPONSOR shall report project completion date and request final inspection and payment.

5. STATE may participate in the final inspection and shall sign off the project as completed.

6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2025.

By: _____
Brian Blad, Mayor

City of Pocatello, City Council

ATTEST:

Koni Kendell, City Clerk

I, Koni Kendell, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

_____

_ Koni Kendell, City Clerk

12(a)

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING AN IDAHO AIRPORT AID PROGRAM GRANT AGREEMENT BETWEEN THE STATE OF IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, AND THE CITY OF POCATELLO SETTING OUT TERMS AND CONDITIONS FOR THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF UP TO $15,000 FOR AIRPORT DEVELOPMENT AND IMPROVEMENT; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO THE SAID AGREEMENT; PROVIDING THAT AN EXECUTED COPY OF THIS AGREEMENT AND RESOLUTION SHALL BE FURNISHED TO THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Idaho Transportation Department, Division of Aeronautics, hereinafter called the "State," has submitted a Grant Agreement outlining obligations of the State and the City of Pocatello, hereafter called the "City," for airport development and improvement; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction, and maintenance of improvements at the Pocatello Regional Airport; and

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

WHEREAS, the State can pay for work associated with the Idaho Airport Aid Program; and

WHEREAS, the City is fully responsible for its share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City shall accept the Grant Offer of the State of Idaho in the amount of up to $15,000 for the purpose of obtaining State aid under FS Program Number F258PIH, Project Number AIP059, in the development of the Pocatello Regional Airport.

2. That the Mayor of the City of Pocatello is hereby authorized and directed to sign the statement of Acceptance of Grant Offer (entitled Acceptance) on behalf of the City. The City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance.

3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

RESOLVED this ___ day of February, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

12(b)

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-25

TO: City of Pocatello, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pocatello Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Rehab runway 3/21
FS Program Number: L24SPIH
Project Number: SP-02

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than Lump Sum $1,000,000.00.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be $1,000,000.00.

2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least $ 0.00 to match STATE participation in said project.

2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.

3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.

6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.

7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.

8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.

9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.

10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)

11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)

12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.

14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.

15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.

16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01

18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.

19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01

20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.

21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into, account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.

22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320

23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q

C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.

D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.

E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 3/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

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STATE OF IDAHO, ITD
Division of Aeronautics

By: _____
Thomas Mahoney, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2025.

By: _____
Brian Blad, Mayor

City of Pocatello, City Council

ATTEST:

Koni Kendell, City Clerk

I, Koni Kendell, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

_____

_ Koni Kendell, City Clerk

12(b)

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING AN IDAHO AIRPORT AID PROGRAM GRANT AGREEMENT BETWEEN THE STATE OF IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, AND THE CITY OF POCATELLO SETTING OUT TERMS AND CONDITIONS FOR THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF UP TO $1,000,000 FOR AIRPORT DEVELOPMENT AND IMPROVEMENT; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO THE SAID AGREEMENT; PROVIDING THAT AN EXECUTED COPY OF THIS AGREEMENT AND RESOLUTION SHALL BE FURNISHED TO THE IDAHO TRANSPORTATION DEPARTMENT.

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WHEREAS, the State is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction, and maintenance of improvements at the Pocatello Regional Airport; and

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

WHEREAS, the State can pay for work associated with the Idaho Airport Aid Program; and

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NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City shall accept the Grant Offer of the State of Idaho in the amount of up to $15,000 for the purpose of obtaining State aid under FS Program Number L24SPIH, Project Number SP-02, in the development of the Pocatello Regional Airport.

2. That the Mayor of the City of Pocatello is hereby authorized and directed to sign the statement of Acceptance of Grant Offer (entitled Acceptance) on behalf of the City. The City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance.

3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

RESOLVED this ___ day of February, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

#13

Executive Summary

Date: January 9, 2025

Request: Annual request to trade-in Police Department handguns to Salt Lake Wholesale (Glock Dealer for Law Enforcement)

From: Captain Bill Collins, Pocatello Police Department

The Pocatello Police Department requests permission to trade-in and purchase handguns through Salt Lake Wholesale. Salt Lake Wholesale is one of the only distributors for law enforcement agencies in this region for Glock handguns. Police Department staff currently purchases ammunition from Salt Lake Wholesale, which has the state bid.

Staff are asking for the following:

Accept the quote from Salt Lake Wholesale (Blue Label Glock Dealer for Law Enforcement) for the following firearms to be used by members of the Pocatello Police Department:

(a) Trade-in 13 old Glock 17's, and 7 old Glock 17's MOS guns, and if approved

(b) Purchase 20 new Glock 45 MOS handguns.

The purchase price of a new Glock 45's is $481.00 each with night sights. Salt Lake Wholesale will allow a $235.00 - $250.00 trade in value for each gun traded. The City will be able to obtain the new firearms at a significantly lower price because of the trade-in. The total cost for the 20 new Glock handguns is $9620.00. The trade in value for the 20 used Glock handguns is $4805.00 and the total cost to the department is $4815.00. Due to the trade in value, our department only pays $240.75 per gun, which is within the amount that is budgeted for each year by the police department.

The police department has a rotational plan for all duty handguns to be traded out approximately every five years. This helps to ensure that each officer has a reliable duty weapon for their use. This also saves the department money for repairs and new parts that each weapon will eventually need.

Funds are available in the Police Department's Fiscal Year 2025 budget.

#13

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 16, 2025

Re: PPD Handgun Trade-In

I have reviewed the above referenced documents regarding the purchase and trade-in of Glock handguns, and have no legal concerns with Council approving the transaction and authorizing the Mayor to sign any documents necessary to facilitate the purchase and trade-in of the handguns as requested by PPD.

Salt Lake Wholesale Sports
3331 South 300 West
Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867
sales@saltlakewholesalesports.com

SLWS
SERVING THOSE WHO SERVE

Estimate

Date	Estimate #
1/9/2025	10769
Estimate is good for 30 days	

Name / Address

POCATELLO POLICE DEPARTMENT
ACCOUNTS PAYABLE
P.O. BOX 2877
POCATELLO, ID 83201

Rep	Terms	Project
JR	Net 30	

Item	Description	Qty	U/M	Rate	Dimensions (L...	Weight ...	Total
PA455S702MOS	GLOCK 45FS GEN5 MOS GNS SIGHTS SN:	20	ea	481.00	11X4.5X3	3.50	9,620.00
FET EXEMPT	11% FET EXEMPTION FOR STATE OR MUNICIPAL AGENCIES						0.00
SHIPPING	DROP SHIP FROM FACTORY			0.00			0.00
MISC	7 - USED GLOCK 17 GEN 5 MOS w/ Glock Night Sights. 7 x $250 = $1,750.00 13 - USED GLOCK 17 GEN 5 w/ Glock Night Sights 13 x $235 = $3,055.00 **Trade in value is based upon 3 magazines and one gun box per handgun. Please deduct $10 for each missing magazine and /or box. _____ DEPT OFFICERS TO BUY BACK ADDING $40.00 PER FIREARM PROCESSING FEE AND IDAHO SALES TAX (6%) CASHIERS CHECKS AND LAUTENBERG LETTERS ALL ATTACHED AND SENT IN TO SLWS IN A GROUP BATCH. CASHIERS CHECKS MUST HAVE FIREARM SERIAL NUMBER TO MATCH IT TO THE LAUTENBERG. _____ *** SEE DIFFERENCE ***			0.00			0.00

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

Total

Salt Lake Wholesale Sports
3331 South 300 West
Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867
sales@saltlakewholesalesports.com

SLWS
SERVING THOSE WHO SERVE

Estimate

Date	Estimate #
1/9/2025	10769
Estimate is good for 30 days	

Name / Address

POCATELLO POLICE DEPARTMENT
ACCOUNTS PAYABLE
P.O. BOX 2877
POCATELLO, ID 83201

Rep	Terms	Project
JR	Net 30	

Item	Description	Qty	U/M	Rate	Dimensions (L...	Weight ...	Total
	PURCHASE: $9,620.00 TRADE-IN: $4,805.00 TOTAL DIFFERENCE: $4,815.00 **POCATELLO PD TO PAY ANY SHIPPING FEES OF GUNS TO SHIP TO SALT LAKE WHOLESALE SPORTS THAT ARE NOT PURCHASED BACK AND THAT WILL BE TRADE IN FIREARMS.						

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

Total

Salt Lake Wholesale Sports
3331 South 300 West
Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867
sales@saltlakewholesalesports.com

SLWS
SERVING THOSE WHO SERVE

Estimate

Date	Estimate #
1/9/2025	10769
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Name / Address

POCATELLO POLICE DEPARTMENT
ACCOUNTS PAYABLE
P.O. BOX 2877
POCATELLO, ID 83201

Rep	Terms	Project
JR	Net 30	

Item	Description	Qty	U/M	Rate	Dimensions (L...	Weight ...	Total

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

Total $9,620.00

GLOCK, Inc. 2018 LED LIST for AGENCY SALES

GLOCK, Inc. 6000 Highlands Parkway, Smyrna GA 30082 Ph (770) 432-1202 / Fx (770) 319-4785

Ryan Allen, Law Enforcement District Manager, Western Region, GLOCK, Inc. Cell (404) 694-2798

GLOCK Law Enforcement Distributors Authorized for IDAHO

To request quotes for new GLOCK Law Enforcement Pistols, Accessories, and GLOCK Factory Parts, please contact the following GLOCK Law Enforcement Distributors authorized for **Idaho**.

Please note that these are the **only** Law Enforcement Distributors authorized to sell GLOCK "FET-Exempt" Pistols directly to Law Enforcement Agencies in **Idaho** without prior authorization from the GLOCK Law Enforcement Manager for **Idaho**, and the GLOCK Regional Manager.

Salt Lake Wholesale Sports
3331 S. 300 W
Salt Lake City, UT 84115
Larry or Jordan Mitchell- Ph 801-485-4867/ Email: slw@qwest.net

Gunarama Wholesale Inc., LE Division
4009 E Mission Ave
Spokane WA, 99220
Jeff McGowan - Ph 509-535-3040 / Email: jeffm@gunarama.com

Keith's Sporting Goods Inc., LE Division
1595 E Powell Blvd
Gresham OR, 97030
Keith Ward - Ph 503-492-6999 / Email: keithssportinggoods@comcast.net

Best regards,

Ryan Allen

Ryan Allen, Law Enforcement District Manager, Western Region, GLOCK, Inc.
Cell: (404) 694-2798 / Email: ryan.allen@glock.us

#14

Executive Summary

Date: January 9, 2025

Request: To have the below listed items declared as surplus to be either donated or discarded.

From: Captain Timothy Dillon, Pocatello Police Department

The Pocatello Police Department requests to have declared surplus the following items:

- 8 vehicles previously used for EVOC training,
- 35 handheld radios without batteries
- 44 radio chargers
- 9 radio batteries
- 35 radio mics.

The vehicles in question are:

License	Year	Make	Model	VIN
276PPD	2011	FORD	CROWNVIC	2FABP7BV7BX143432
315PPD	2010	FORD	CROWNVIC	2FABP7BV3AX121698
323PPD	2010	FORD	CROWNVIC	2FABP7BV5AX121699
327PPD	2008	FORD	CROWNVIC	2FAHP71VX8X153036
330PPD	2011	FORD	CROWNVIC	2FABP7BV9BX143433
331PPD	2009	FORD	CROWNVIC	2FAHP71V59X128353
334PPD	2008	FORD	CROWNVIC	2FAHP71V48X153033
338PPD	2009	FORD	CROWNVIC	2FAHP71V19X128351

We request that the council authorize these assets to be declared surplus, with the intent to donate several vehicles and all of the radio equipment to the Idaho State University Law Enforcement Program. They have the means to repair the vehicles to the point that they can be used for training. They can also make use of the radios for training as they are no longer suitable for use by an active duty law enforcement officer but would be sufficient for training purposes.

#14

MEMORANDUM

TO: Brian C. Blad, Mayor, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Pocatello Police Department's request for Surplus Declaration and Donations to ISU (Used Radios and Vehicles)
DATE: January 23, 2025

I have reviewed the documents associated with the above-referenced surplus declaration and proposed sale. I would recommend that that the Council declare these used radios and vehicles as surplus and authorizes the Police Department to dispose of these vehicles as outlined in Captain Dillon's Executive Summary. I also recommend that the Council authorizes the Mayor to sign any documents to effectuate the transfer. If you have any questions, please feel free to contact me.

CITY OF POCATELLO

Parks & Recreation Department

#15

EXECUTIVE SUMMARY

Date: February 6, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

Re: Use Agreement – Casey Cleaves, Pocatello Hype Baseball

It is my recommendation that the City of Pocatello enter into a use agreement with Casey and Brittany Cleaves, Pocatello Hype Baseball, 1025 Gray Avenue, Pocatello, Idaho for use of the baseball field located at Scardino Park.

The proposed agreement designates Mr. Cleaves to maintain and schedule his teams along with other teams for use of the one field at Scardino Park for practices and scrimmages. Mr. Cleaves is hoping to skin the infield at Scardino Park with the assistance of sponsors and volunteers. Scardino Park is a grass infield with a backstop making it an ideal location for regular practices. Parks Department staff will be available to assist with irrigation work if needed. This agreement is proposed to go from April to August 2025.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to enter into an agreement with Case Cleaves, Pocatello Hype Baseball to maintain, schedule, prepare, and use the baseball field at Scardino Park.

144 Wilson Avenue
Pocatello, ID 83201

Office: (208) 234-6232
www.pocatello.gov

#15

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney BT

DATE: January 24, 2025

RE: Use agreement for Scardino Park baseball field

I have reviewed the use agreement with Pocatello Hype Baseball. I have no legal concerns with the agreement. Please let me know if you have any questions or concerns.

USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "CITY", and Brittany and Casey Cleaves, d/b/a Pocatello Hype Baseball, hereinafter referred to as the "USER".

WHEREAS, the City in its park system owns various baseball fields throughout the City;

WHEREAS, the User is conducting two summer baseball tournament teams in April 2025 and may wish to use the City baseball field in Scardino Park to conduct practices and games during the months of April, May, June, July and August 2025; and

WHEREAS, it is the parties' desire to enter into an agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow the User to use the baseball field in Scardino Park for practices and games as needed.

2. Term. The term of this Agreement shall be from April 1, 2025 through August 31, 2025. Access to the fields will be allowed during regular park hours during the term of this Agreement.

3. Compensation to the City. The User agrees to maintain and schedule their teams along with other teams for field use for practices at Scardino Park in lieu of typical practice field rental charges. Field maintenance responsibilities are outlined below.

4. Care of the Facilities. There may be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to the User by the service provider or billed through the City. The City shall maintain and care for the grass/lawn areas within the facilities. The City agrees to maintain the irrigation, plumbing, and lighting. The User must maintain the playing fields in acceptable condition and provide its own bases and, as needed, additional pitching rubbers and/or pitching mounds, chalk, chalk applicators, rakes, shovels, etc. The User agrees that upon completion of events sponsored by the User, the User shall arrange to

have all facilities, including restrooms, bleachers, and dugouts, cleaned and restored to it previous condition prior to its use, ordinary wear and tear excepted. All garbage cans will be dumped into large dumpsters, recyclable materials placed in recycling containers, if available, and said cleaning and restoration shall be accomplished without unreasonable delay and prior to the next scheduled event at the facility. The User agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the User, or promptly notify the City of any needed repairs to the facilities should damage to said facilities occur during use by the User, and upon receipt of invoice, reimburse the City for the cost of materials and staff time needed to complete such repairs.

5. Compliance with Laws. The User shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the User and all participants in their programs agree to abide by the rules and regulations regarding use of the City parks. Failure to comply with said rules and regulations may result in suspension or termination of privileges to use the City parks.

6. Indemnification and Hold Harmless. The User hereby agrees to fully indemnify, defend, and save the City, its officers, employees, agents, and public officials, harmless from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and public officials may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of the User granted herein, or by any of User's employees, agents, invitees, or any other person acting on behalf of the User. The City hereby agrees to hold harmless, protect, and defend the User from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the User may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the City's operation.

7. Insurance. In order to effectuate the foregoing indemnification provisions, the User shall maintain insurance coverage as follows:

A. The User shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify the City from any and all

public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by the User's insurance carrier as a covered entity under the terms of said policy. Moreover, the User is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with the User without first giving the City of Pocatello, at least thirty (30) days written notice.

B. The User shall purchase personal property insurance in an amount sufficient to insure any and all the User's personal property which might be used in the User's operation of the business or which might be present on the park's premises.

C. If applicable, the User shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." The User's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. Assignment. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the User without written consent of the City.

9. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court, or if appealed, the prevailing party on any appeal shall recover reasonable attorney's fees if awarded by the trial and/or appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for awarded attorney's fees will be $150.00 per hour. This provision shall survive any termination of this Agreement.

10. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

11. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of the Agreement shall be made in a court of competent jurisdiction against interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

12. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

13. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

14. Jurisdiction and Venue. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

15. Notice. All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

City: Parks & Recreation Director
144 Wilson Ave.
P.O. Box 4169
Pocatello, ID 83205

USER: Brittany & Casey Cleaves
d/b/a Pocatello Hype Baseball
1025 Gray Avenue
Pocatello, ID 83201
Phone Number: 208-240-3398 Casey
Phone Number: 208-241-2403 Brittany
Email: PocatelloHypeBaseball@yahoo.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first-above written.

CITY OF POCATELLO, a
municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

USER:

_____
CASEY CLEAVES
d/b/a Pocatello Hype Baseball

STATE OF IDAHO)
:ss
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in:
My Commission Expires: _____

STATE OF UTAH)
ss:
County of _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Casey Cleaves, d/b/a Pocatello Hype Baseball, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

#16

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ESTABLISHING THE CITY ADA COORDINATOR'S RESPONSIBILITIES, DISSOLVING THE ADA GRIEVANCE COMMITTEE, EXPRESSING APPRECIATION TO THE MEMBERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the ADA Grievance Committee was created pursuant to the ADA Grievance Procedure, which was established by Resolution No. 1992-4; and

WHEREAS, the City ADA Coordinator has initiated a review of the ADA Grievance Procedure to ensure efficiency and compliance with ADA guidelines; and

WHEREAS, the City ADA Coordinator proposes modifying the current procedure and dissolving the ADA Grievance Committee to better align practices with ADA suggested guidelines; and

WHEREAS, pursuant to Chapter 2 of the ADA Best Practices Tool Kit for State and Local Governments, the ADA Coordinator is responsible for investigating any complaints indicating the City has violated Title II and for coordinating efforts of the City to comply with Title II; and

WHEREAS, a requirement of investigating ADA complaints is establishing a grievance procedure; and

WHEREAS, authorizing the ADA Coordinator with these responsibilities will enhance efficiency and effectivity when ADA guidelines are updated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City's ADA Coordinator be responsible for investigating any ADA complaints, establishing a grievance procedure, and coordinating efforts of the City to comply with Title II.

2. That the ADA Grievance Committee be hereby dissolved.

3. That the Mayor and Council hereby express their appreciation to the members of that Committee for their generous donation of time and their efforts to date in connection with the Committee.

4. That all previous resolutions establishing or regulating the ADA Grievance Committee are superseded by this Resolution.

5. That the City Clerk is hereby directed to attach a copy of this Resolution to Resolution No. 1992-4.

6. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this 6th day of February, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

CITY OF POCATELLO

Parks & Recreation Department

#17

MEMO

TO: Mayor Blad and Members of City Council

FROM: Anne Butler, Parks & Recreation Director

DATE: January 16, 2025

SUBJECT: Recommendation for Contract Award: Professional Architectural Services for Riverside Golf Clubhouse Rebuild

On December 13, 2024, submittals were publically opened in response to the City of Pocatello Parks & Recreation's Request for Qualifications for Professional Architectural Services to design the Riverside Golf Course Clubhouse rebuild project. Three (3) firms submitted their qualifications as part of this solicitation and those packets were scored using a fair and consistent point system. Booth Architecture, PLLC was the highest, scoring responsive firm.

Therefore, it is my recommendation that Council award the contract for Professional Architectural Services to Booth Architecture, PLLC in the sum of $142,500, which is roughly 4.75% of the project cost and in line with industry fee standards.

Funds for this contract have been allocated in General Fund Reserves as per Council direction. The proposed contract is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

144 Wilson Avenue
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

#17

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Award for Professional Architectural Services Proposal for the rebuild of Riverside Golf Course Clubhouse (Parks and Rec.)
DATE: January 23, 2025

I have reviewed the documents for professional architectural services for the proposed re-build of the Clubhouse at Riverside Golf Course. I have also reviewed Director Butler's Executive Summary regarding this portion of the project.

I would recommend that Council award the bid to Booth Architecture, PLLC., since they had the highest scoring responsive proposal. I would also recommend authorizing the Mayor to sign any and all documents to effectuate the completion of this project. If you have any questions, please feel free to contact me.

BOOTH Architecture PLLC
340 E. Clark St., Ste. A, Pocatello, Idaho 83201
P 208.233.4548 | C 208.251.5917 | F 208.233.0263
www.bootharchitecture.com

January 15, 2025

Anne Butler
City of Pocatello, Parks & Recreation Director
Pocatello, Idaho

Re; Riverside Golf Course Clubhouse
3500 Bannock Highway, Pocatello, ID

Thank you for the opportunity to work with you on this project. Please find the fee proposal based on the following:

- Three levels of approximately 3,300 square feet with elevator. Plans are assumed to reflect preliminary drawings but may vary.
- The new clubhouse will be located south of the existing clubhouse to allow the existing clubhouse to remain in operation during construction. The existing clubhouse is to be demolished and replaced with parking once the new clubhouse is completed. The southern portion of the parking lot will be regarded, and a new parking configuration provided.
- The high-pressure gas line easement will be located and addressed.
- A new electrical service will be needed for the new building. The power pole in the south parking lot and line leading to the pumphouse will be removed and preplaced with a new underground feed.
- The basement level is to contain a recessed golf cart ramp, golf cart storage and maintenance area, and mechanical room.
- The main level is to include pro-shop, snack bar, gathering / eating area, restrooms, locker rooms, golf simulator, covered patio areas.
- The upper level will overlook a portion of the lower seating area and will include a mid-size kitchen, seating area, and restrooms. Restaurant equipment specifications are to be provided by the owner or restaurant equipment supplier.
- The exterior will be made of low maintenance materials with large windows looking over the golf course views. Finishes are to be coordinated and approved by the owner.
- Documents are to include plans, sections, elevations, details, materials, schedules, code review, etc. as required for permitting and construction. Construction administration services include consultation, meetings, contract negotiations, shop drawing review, observation visits, pay request review, punch list, and project close out.
- Color renderings will be provided for the owners' use.
- All architecture, civil, structural, mechanical, plumbing, and electrical engineering to be performed by licensed professionals.
- No alterations of the golf course are included.
- If the scope of work or building is expanded from the parameters set, or substantial changes are made after schematic design, a fee adjustment may be requested.

BOOTH Architecture PLLC
340 E. Clark St., Ste. A, Pocatello, Idaho 83201
P 208.233.4548 | C 208.251.5917 | F 208.233.0263
www.bootharchitecture.com

For these services, I propose a fixed fee of $142,500.

Fee breakdown:

- Schematic Design 20%
- Design Development 40%
- Construction Documents 40%

Documents will be delivered in electronic format for email distribution.

We look forward to working with you on this project. Please contact me with any questions or concerns.

Thank You

Ted Booth, Architect, AIA
Booth Architecture, PLLC

Accepted by;

Architect
Name: Ted Booth, Booth Architecture
Signature: 
Date: 01-15-2025

Owner
Name: _____
Signature: _____
Date: _____

ATTACHMENT 1
RESPONDENT QUESTIONS

INQUIRIES DUE: Monday, December 9, 2024 on or before 10:00 am MST

The following instructions shall be followed when submitting questions using the question format on this page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question pertains to in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to an attachment, enter the attachment identifier (example "Attachment X") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ Page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for City use only.
4. Once completed, this form is to be emailed per the instructions in the RFQ. The email subject line is to state "RFQ*: Architectural Services."*

	RFQ Section	RFQ Page	Question	Response
1	General	-	How many printed copies are needed? Do they need to be in a sealed envelope.	The RFQ inadvertently makes no mention of copies or envelope requirements. As such, please simply submit at least one completed packet. However, the original packet plus three copies submitted in a sealed envelope is encouraged.
2	General	-	How many printed copies of the response should we submit?	Please refer to Response #1 above.
3	General	-	Is a digital copy desired as well?	A digital copy is not required, but may be included on a zip drive as part of your submission. This inclusion will not affect the scoring process.
4	Attachment 2	8	Should Attachment 2 be named Proposal Form rather than Proposal Schedule? If so, will you please provide an updated document for inclusion in the response?	The term "schedule" as it is used in "Proposal Schedule" is defined as *'an appendix to a formal document.'*
5				
6				
7				
8				



REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL ARCHITECTURAL SERVICES

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III. Selection Criteria (Qualifications) 3-4

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X. Attachment 1, Respondent Inquiries 7

XI. Attachment 2, Proposal Schedule 8

XII. Attachment 3, Aerial Photograph of Project Site 9

I. ADMINISTRATIVE INFORMATION

Title:	Request for Qualifications (RFQ) Professional Architectural Services
RFQ Contact:	Searra Simpson City of Pocatello 2405 Garrett Way Pocatello, Idaho 83201 ssimpson@pocatello.gov Telephone: (208) 234-6155
Submittal Deadline:	Submittals must be **received by** the Pocatello City Clerk at the Municipal Building, 911 North 7th Avenue, Pocatello, Idaho 83201, **on or before 10:00 am MST, Friday, December 13, 2024** at which time proposals will be publicly opened.
Inquiry Deadline:	**Monday, December 9, 2024 on or before 10:00 am MST**

RFQ Schedule:

RFQ Initial Advertisement:	Tuesday, November 26, 2024
RFQ Documentation Available:	Tuesday, November 26, 2024
RFQ Second Advertisement:	Tuesday, December 3, 2024
Inquires Due:	Monday, December 9, 2024 by 10:00 am MST
Sealed Proposals Due:	Friday, December 13, 2024 by 10:00 am MST
Proposal Opening:	Friday, December 13, 2024 by 10:00 am MST

II. DESCRIPTION. The City of Pocatello is seeking responses from qualified licensed architects ("Firm") to provide design and related engineering services in order to effectuate the construction and installation of a new golf clubhouse at Riverside Golf Course as follows:

- Underground cart storage (~3300 sq. ft.)
- Main level (~3300 sq. ft.)
- Second level (~3300 sq. ft.)
- Parking lot redesign/expansion

Architectural design services shall include, but may not be limited to a pro shop, dining facilities & snack bar, ADA accessible restrooms, dressing suite, adequate storage spaces, meeting/office spaces, indoor/outdoor patio, landscaping, signage, HVAC and other energy efficient features.

III. SELECTION CRITERIA (QUALIFICATIONS). Proposals shall include the following information in the sequence listed below. Responses shall not exceed fifteen (15) pages in total.

1. **Brief Firm Description:** Provide a brief overview of your Firm, including its location(s) and how many consecutive years it has been in operation.

2. **Past Performance:** Submit a maximum of three (3) reference letters from past clients and/or associates describing your performance on relevant or similar contracts. Include any notable

achievements, awards, or recognition you may have received for any of your Firm's past relevant performance.

3. **Project Manager and Key Staff:** Provide a list of the key personnel that will be assigned to this project, including their education and training.

4. **Similar Project Experience:** Provide a detailed summary of 3-5 projects of similar scope and size that your Firm has completed for any municipalities within the last five (5) years. Please include the project location(s), budget, timeline, photos, etc.

5. **Familiarity with City, State, and Federal Laws and Regulations:** Describe your familiarity with any and all city, state, and federal laws and regulations that may be applicable to this project and your Firm's plan to comply with such.

6. **Project Approach:** Provide a brief description of the overall approach your Firm would take for a project of this size and scope.

7. **Proposed Schedule:** Provide a proposed schedule for design start and completion as has been described to you herein.

IV. **SCOPE OF WORK.** Attached to this RFQ is an aerial photograph of the project site in order to give Respondents a better understanding of the scope of the design.

1. **Design Development.**

   A. Prepare design development documents, including description of all design work.
   B. Meet with selected City staff and/or community members as assigned.
   C. Provide evidence of project compliance with all relevant local, state and federal codes and regulations.
   D. Make any necessary review stages and alterations.

2. **Construction Documents.**

   A. Upon request, review construction documents, including plans, specifications, general and supplemental conditions, and bid documents, so as to obtain the following services: physical construction, lighting, architectural, mechanical, electrical, plumbing, etc.
   B. Upon request, provide the City with revised documents, the costs of which shall be borne by the Firm.

3. **Bid Assistance.**

   A. Upon request, provide sets of final plans and mark "Approved for Construction," the cost of which shall be borne by Requestors.
   B. Attend pre-bid meeting with contractors to discuss construction project.
   C. Attend bid opening(s).
   D. Assist with tabulation and evaluation of bids and review for completeness and responsiveness.

V. SUBMISSION REQUIREMENTS

1. **Qualifications.** Respondents shall include as part of their proposal all items listed in Section III above. Items from Section III, 1-7 shall be typed using at least a size 12 standard font and shall not exceed fifteen (15) pages.

2. **Proposal Form:** Complete **Attachment 2** in its entirety, including contact information, ability to comply, and signature. ***Do not submit this information on any other form.*** Submitting this information on a form other than the Proposal Form may cause your submittal to be rejected as non-responsive.

3. **Licensing.** Proposals shall include a copy of your Firm's current licensing demonstrating that every person assigned to the project either holds a valid license to practice architecture in the state of Idaho or works under the responsible control of a licensed supervisor.

4. **Amendments:** Proposals shall include a signed copy of any and all issued amendments created in connection with this RFQ, if applicable.

VI. **INQUIRIES.** Inquiries shall be submitted in writing via email to both ssimpson@pocatello.gov ***AND*** tcaudill@pocatello.gov. Questions shall be received no later than **10:00 am MST on Monday, December 9, 2024,** as stated in the administrative information above. Written questions shall be submitted using **Attachment 1, Respondent Questions**. Official answers and any amendments in response to all written inquiries will be sent via email to all known document requestors.

If an inquiry leads to an amendment of this RFQ, Respondents will be required to acknowledge they have received any and all amendments by signing the amendment(s) and including such amendment(s) with their proposal at time of submittal.

VII. **EVALUATION AND AWARD.** Firms shall be evaluated and award shall be determined based upon compliance with all requirements listed herein, including qualifications, proposal completeness, proper submittal procedure, and demonstrated ability to perform full scope of work.

Proposals will be scored using a fair and consistent point system, which will be calculated using the same formula for each proposal. The proposal receiving the most points shall be considered the best qualified for the project.

A proposal shall be considered non-responsive if any submittal requirement is not met, proposal is not complete or submitted incorrectly, any selection criteria is omitted, or any required criteria is not met.

VIII. **COMPLIANCE.** The City is hereby soliciting submittals from qualified applicants pursuant to Idaho Code 67-2320, et seq., also known as a "Qualification Based Selection" process. This procedure provides for an orderly process of: (1) Solicitation of professional qualifications, (2) Evaluation and ranking of qualifications, (3) Establishment of a ranked list of service providers, and (4) Negotiation of scope of services and fees.

IX. GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1. This solicitation is issued by the City of Pocatello. The above-named contact is the only contact for this solicitation. All correspondence regarding this RFQ shall be in writing via email. In the event it becomes necessary to revise any part of this RFQ, amendments will be emailed to all Respondents. It is the responsibility of the Respondent to track any updates or amendments. Any oral interpretations or clarifications of this RFQ shall not be relied upon.

2. Any and all costs associated with the preparation and production of a response to this RFQ, or any work performed prior to the execution of a contract for services, are the sole responsibility of the parties responding to this RFQ.

3. All responses and other materials submitted will become the property of the City of Pocatello.

4. **All information contained in the RFQ and acceptable provisions of the selected Firm's proposal may be made part of the final contract.**

5. Upon the City of Pocatello's request, a Firm may be asked to submit additional information to supplement a response.

6. Only information which is received in response to this RFQ shall be evaluated. Reference to information previously submitted shall not be evaluated.

7. Prior to the response deadline, the City of Pocatello may meet with and consult with some or all of the Respondents responding to this request.

8. The City of Pocatello reserves the right to:

   A. Reject any and all offers.
   B. Negotiate final terms and costs of the resulting contract.
   C. Supplement, amend, or otherwise modify the RFQ or cancel this request with or without the substitution of another RFQ.
   D. Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
   E. Disqualify any Respondent on the basis of any real or apparent conflict of interest.

ATTACHMENT 1
RESPONDENT QUESTIONS

INQUIRIES DUE: Monday, December 9, 2024 on or before 10:00 am MST

The following instructions shall be followed when submitting questions using the question format on this page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question pertains to in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to an attachment, enter the attachment identifier (example "Attachment X") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ Page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for City use only.
4. Once completed, this form is to be emailed per the instructions in the RFQ. The email subject line is to state "RFQ*: Architectural Services."*

	RFQ Section	RFQ Page	Question	Response
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ATTACHMENT 2
PROPOSAL SCHEDULE

SEALED PROPOSALS DUE: Friday, December 13, 2024 on or before 10:00 am MST
This completed Proposal Schedule must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Contact Telephone: _____

Contact E-Mail: _____

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES __ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

__ YES __ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

____ Firm has included as part of their proposal, the required statements of qualification as described herein.

____ Firm has included as part of their proposal, a copy of all required licensure as described herein.

____ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

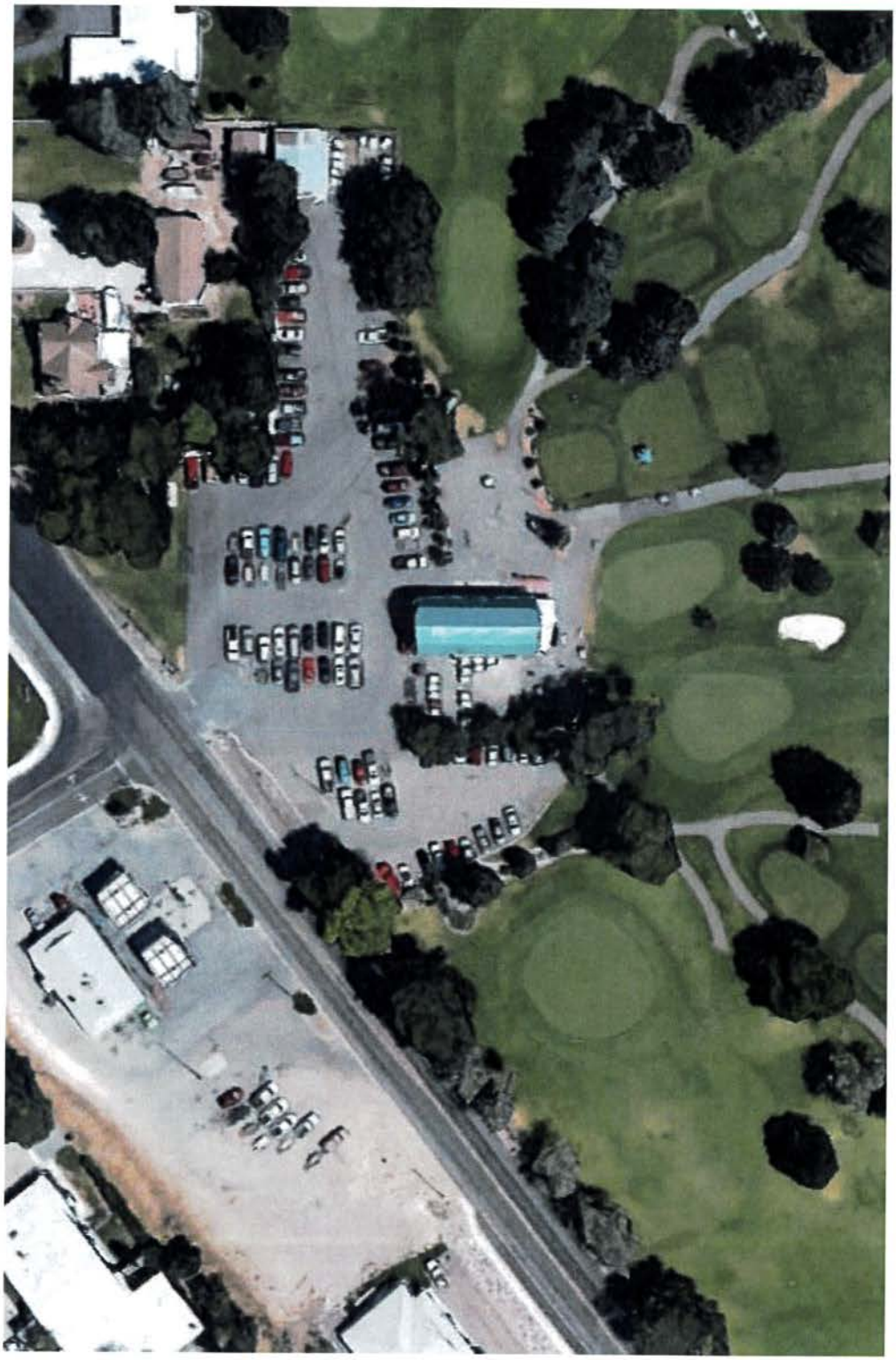
Signature: _____ Date: _____

Printed Name: _____

Title: _____

ATTACHMENT 3

AERIAL PHOTOGRAPH OF PROJECT SITE



CITY OF POCATELLO
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL SERVICES

City of Pocatello is soliciting qualified firms, who are currently licensed to provide professional architectural services in the State of Idaho, to provide their qualifications to perform certain architectural services for the design of a new clubhouse at the Riverside Golf Course, in accordance with *Idaho Code 67-2320*.

Request for Qualification documents and details can be obtained from the *Fleet & Material Coordinator* at ssimpson@pocatello.gov or at 2405 Garrett Way, Pocatello, Idaho 83201.

Sealed responses will be received by the Pocatello City Clerk at the Municipal Building, 911 North 7th Avenue, Pocatello, Idaho 83201, no later than **10:00 am MST on Friday, December 13, 2024,** at which time they will be publicly opened.

Konni Kendell
City Clerk

Due to ISJ on or before 11/22/24 at 2pm.
Publish Tuesday 11/26/24 and 12/3/24.

STATEMENT OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES
NEW GOLF CLUBHOUSE
RIVERSIDE GOLF COURSE
POCATELLO, IDAHO

DECEMBER 13, 2024

MA ARCHITECTS

CITY OF POCATELLO

ARCHITECTURE
INTERIORS
LANDSCAPE
PRESERVATION

December 13, 2024

Searra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, Idaho 83201

Re: Professional Architectural Services
New Golf Clubhouse, Riverside Golf Course
Pocatello, Idaho

Dear Ms. Simpson and Selection Committee,

Myers Anderson Architects are pleased to submit our qualifications and expression of interest to serve as your design partner for a new golf clubhouse at Riverside Golf Course. We have enjoyed our work with the City in the past and look forward to the opportunity to work together again on this exciting new project.

We have reviewed the RFQ commit to providing all the services requested, as well as any other services needed to support the successful design and construction of this project. The following are key points to consider.

Experience: In our 47 years of existence, Myers Anderson Architects has completed a vast and varied collection of project types and sizes. The majority of this work has been completed for public agencies and various counties and cities throughout southern Idaho and Western Wyoming. With our extensive public project experience we are well equipped to guide the design and construction of the new clubhouse with great success.

Design Team: Richard Creason will be the Principal-in-Charge with Ben Ledford serving as the Project Architect responsible for the day-to-day management of your project. Myers Anderson's support staff will work closely with Ben and Richard during project design assisting with document production. Peer review is an important function within our office, providing a higher level of design, accuracy, and quality control. To round out our team we have selected engineering consultants with the appropriate expertise, interest, local proximity, and availability for your project. The listed consultants have served us and our clients well and join in our commitment to the success of your project.

Project Approach: There is no one size fits all solution, each project has unique needs relative to the user's operations. We will sit down with you and review your current and future operation goals, and together, design and construct a facility that enhances efficiency in all facets of operations, accommodates the staff, and serves the patrons effectively. Through this process we will define and review all possible and responsible alternatives working towards the best solution.

Firm Name and Address
Myers Anderson Architects, PLLC
122 South Main Street, Suite 1, Pocatello, ID 83204

Primary Point of Contact
Richard Creason, Principal Architect
(208) 232-3741 or richard@myersanderson.com

In summary, we at Myers Anderson are committed and dedicated to your success. We are proud of our past efforts towards the successful assessment, design and administration of the city's projects. The results have had positive impacts on both the facilities themselves and the agencies they house. We appreciate your sincere consideration of our firm for this important project.

Sincerely,

Richard Creason, AIA, NCARB
Principal Architect

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ISU ALUMNI & VISITOR'S CENTER | POCATELLO, ID

A. QUALIFICATIONS

A. QUALIFICATIONS

FIRM DESCRIPTION

MISSION STATEMENT

Myers Anderson Architects is the premier architecture, design, and historic preservation firm serving communities in Idaho, Utah, Nevada, Washington, and Wyoming. We approach projects with a client first attitude, and are committed to providing the highest quality of services possible. We believe strongly in responsible design and strive to improve communities through a conscientious, collaborative approach to our projects.

HISTORY

Founded in 1976, Myers Anderson Architects, PLLC, is a full service Architectural firm providing a wide range of in-house services including historic preservation, master planning, interior design, and landscape architecture. We have continually expanded by providing consistent, progressive and quality services to our clients. We are proud of our reputation and success in the design and construction of educational, governmental, recreational, and institutional buildings. Myers Anderson's projects have ranged from multi-million dollar new and renovation projects to small remodeling projects, from Division of Military projects to residential designs. The high number of repeat clients attests to the quality of the services we provide and demonstrates our commitment to their projects.



Our office is housed in the Whitman Hotel building in Historic Downtown Pocatello. Built in 1905, our building is a premier restoration and was a certified tax act project completed by Myers Anderson. The use and maintenance of this valuable community resource symbolizes our firm's commitment to the communities in which we work.

FIRM SIZE AND PERSONNEL

Richard Creason, Principal of the firm, along with a talented staff of architects, landscape architects, project managers, interior designers, technical and business professionals make up the Myers Anderson team. We have always maintained an experienced, well-rounded staff and have conservatively hired support staff as necessary when our workload has required it ensuring that we utilize our



resources to the fullest extent. Our current staff have worked together completing projects ranging from initial feasibility and planning studies and small remodeling projects to the design and construction of multi-million dollar facilities. We consider the diversity of our work to be a true asset, allowing us to be creative and flexible in our approach to the design of our projects while adhering strictly to our client's needs. Myers Anderson Architects is a firm small enough to deliver personal service and commitment while also providing ample experience, expertise, and resources to successfully complete projects in a timely manner without compromising our client's needs.

RESOURCES

We utilize a broad range of equipment and software to support our efforts in the design and documentation of our projects, from digital 3D modeling programs to timeless standbys like a pencil and a straightedge. We strive to take advantage of new technologies without letting them drive the process. Our greatest resource, after all, is our people; we maintain a team of well-qualified individuals who are professional and committed to the core values of the firm and to our clients' success.

15
TEAM MEMBERS

- **5** Registered Architects
- **1** Landscape Architect
- **1** Interior Designer
- **1** Emerging Professional
- **1** Interior Design Associate
- **3** CADD Professionals
- **3** Support/Administration Staff

City of CHUBBUCK IDAHO

Office of the Mayor

PO Box 5604 – 5160 Yellowstone Avenue, Chubbuck, ID 83202
208.237.2430 – Fax 208.237.2409
www.cityofchubbuck.us

We have been asked by Myers Anderson Architects to provide a letter of reference/recommendation from the City of Chubbuck. As the Mayor of Chubbuck and representing this city I do this with my full support of this firm. Our staff that worked with them were respected and well guided as we worked to complete this project.

We would invite you to come and take a look at our new city hall that they just did a marvelous job guiding us thru the process of developing what it should look like to all of the technical details of making it functional for our needs. It is marvelous. They have wonderful, talented staff employed at their firm to take care of all needs. They were a true joy to work with and made the whole process seamless.

On a personal note. In my past life, as a contractor, I have had the opportunity to work with this firm for decades and their professionalism has always been impeccable. They have great relationships, understanding of and with, and respect for the trades that will be involved with your project.

Sincerely and with warm regards,

Kevin B. England

Mayor Kevin B. England

Juniper Hills Country Club

6600 Bannock Highway
Pocatello, Idaho 83204-3845
Phone (208) 233-0241
Fax (208) 233-9886
E-mail: office@jhcc.us

July 1, 2023

To Whom it may concern,

I would like to take a moment to express my sincerest recommendation of Myers /Anderson for any architectural projects that you may be considering.

In 2005, Juniper Hills Country Club began considering the implementation of a Long-Range Plan for a long overdo remodel of our main clubhouse. Money was tight and so was the membership.

After receiving five or six RFP's from various firms, the club chose Myers/Anderson as our architects and we have never regretted that decision.

The problems facing the club were many but after meeting with Pete Anderson and his staff we were able to identify many of the issues and address them in good order. The issues included funding, design issues, phasing of projects, flood plain requirements and also club member resistance to sorely needed infrastructure changes.

Myers/Anderson was a significant partner in selling the plans to the membership with great graphics and presentations that were credible and trustworthy.

Phase one was a great transformation for the club and the project came in on time and under budget.

Myers /Anderson was always available to discuss the complexities of the project and design to our needs and also on hand oversee the construction phases.

After phase one was complete, the club ran into future issues with a nearby water way, the flood plain, city planners and FEMA. Myers/Anderson was able to find the right engineer for floodway issues and able design a plan that was implemented 8 years later.

Finally, for Phase II of the clubhouse we hired Myers/Anderson. Richard Creason and his team did a fantastic job under the pressure of Covid-19 and supply chain issues implemented a the $3.1m Phase II (2022) of our clubhouse remodel on time and under budget.

Our members approved the project 88% in favor in no small part due to the presentation and professionalism of Myers/Anderson.

I cannot tell how impressed I was with the skill and professionalism exhibited by Myers/Anderson.

Sincerely

Ron Malooly, GM

Juniper Hills Country Club

PROJECT MANAGER AND KEY STAFF

A. QUALIFICATIONS



Richard Creason AIA, LEED GA
PRINCIPAL ARCHITECT

Richard Creason, principal of the firm, is a professional and innovative architect with 13+ years' experience. Richard has worked on a variety of project types and sizes including civic, military, industrial, educational, commercial, and institutional. His attention to detail throughout the management, design and production of projects delivers exceptionally well received end results.

EDUCATION

Master of Architecture | University of Idaho

Bachelor of Architecture | University of Idaho

LICENSES

Licensed Architect | ID #AR-985241
UT, WY, NV, MT, OR, WA

PROFESSIONAL AFFILIATIONS

Member | American Institute of Architects (AIA)

COMMUNITY INVOLVEMENT

Historic Downtown Pocatello Board of Directors

Historic Downtown Pocatello Relight the Night Committee

Historic Downtown Pocatello Design Committee

Idaho State University College of Technology Advisory Committee

SELECT PROJECT EXPERIENCE

New City Hall | Chubbuck, ID

Maeck Education Center | Idaho Falls, ID

Juniper Hills Country Club Renovations | Pocatello, ID

Tribal Water Resources Department | Fort Hall, ID



Ben Ledford AIA
PROJECT ARCHITECT | PROJECT MANAGER

Ben Ledford, senior staff architect, independently manages projects of all types and sizes. Some of his particular areas of expertise include governmental and civic structures, medical facilities, urban planning, and historic preservation. Ben's talents in visual design and renderings along with his strong written and oral communication skills afford him the ability to communicate designs and concepts in a way that is clear, concise, and compelling.

EDUCATION

Master of Architecture | University of Idaho

Bachelor of Architecture | University of Idaho

LICENSES

Licensed Architect | ID #AR-985415
WY

PROFESSIONAL AFFILIATIONS | COMMUNITY

Member | American Institute of Architects (AIA)

Aberdeen Planning & Zoning Board

Historic Downtown Pocatello Design Committee

Historic Downtown Pocatello BID Board of Directors

Portneuf River Vision Committee

SELECT PROJECT EXPERIENCE

Pocatello Animal Shelter | Pocatello, ID

New City Hall | Chubbuck, ID

Bonneville Commons Neighborhood | Pocatello, ID

Lookout Point | Pocatello, ID

Petersen Building Renovation | Pocatello, ID

Tribal Four Directions Treatment Center | Fort Hall, ID

PROJECT MANAGER AND KEY STAFF

A. QUALIFICATIONS



Jaren Hope PLA, ASLA
LANDSCAPE ARCHITECT

Jaren has had a love for outdoor spaces for as long as he can remember, and this led him to Utah State University where his passion was deepened as he earned his Bachelor Degree in Landscape Architecture. While at Utah State University Jaren served as an officer for the student ASLA. His talent in 3D modeling, rendering, and animation along with his drive to learn new technologies spills into all phases of the projects he works on.

EDUCATION

Bachelor of Landscape Architecture | Utah State University

LICENSES

Licensed Landscape Architect | ID #LA-16906

PROFESSIONAL AFFILIATIONS

Member | American Society of Landscape Architects (ASLA)

SELECT PROJECT EXPERIENCE

New City Hall | Chubbuck, ID
Lookout Point | Pocatello, ID
Juniper Hills Country Club Renovations | Pocatello, ID
Water Pollution Control Facility | Pocatello, ID
ISU Alumni & Visitor's Center | Pocatello, ID
ISU Centennial Patio, College of Pharmacy | Pocatello, ID
Boys & Girls Club Recreation Center | Elko, NV
Downtown Montpelier Revitalization | Montpelier, ID
CSI Auto-Ag Diesel Mechanics Facility | Twin Falls, ID



Holly Horsch Frankel ASID, NCIDQ
INTERIOR DESIGNER

Having lived in Europe and the American Northwest before returning to Idaho, Holly Frankel brings a broad background to Myers Anderson Architects. She has designed a variety of interiors including custom homes, fire stations, medical facilities, and military installations. A strong knowledge of the design industry, attention to detail and resourcefulness enable her to create beautiful spaces that are both comfortable and efficient. She is committed to problem solving through this collaborative design process.

EDUCATION

Bachelor of Business Administration, Marketing | Idaho State University

Associate of Arts, Interior Design | Bellvue College

PROFESSIONAL AFFILIATIONS

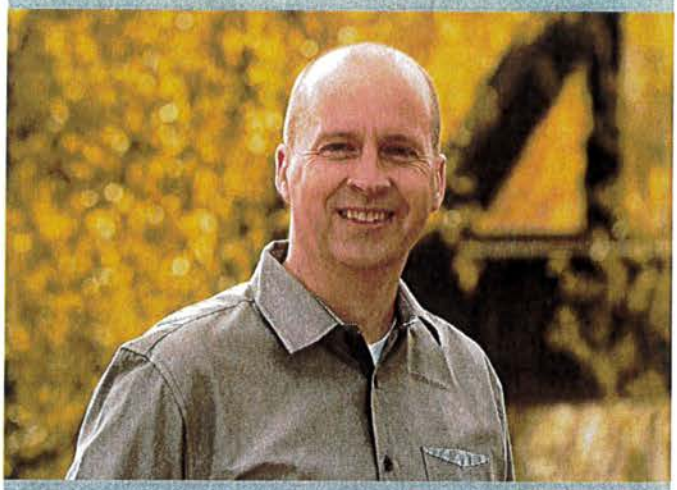
Member | American Society of Interior Designers (ASID)

SELECT PROJECT EXPERIENCE

Pocatello Animal Shelter | Pocatello, ID
New City Hall | Chubbuck, ID
Juniper Hills Country Club Renovations | Pocatello, ID
Water Pollution Control Facility | Pocatello, ID
ISU Alumni & Visitor's Center | Pocatello, ID
Boys & Girls Club Recreation Center | Elko, NV
Timbers Community Center | Island Park, ID
Bear Lake County Courthouse | Paris, ID
Lincoln County Courthouse Renovations | Shoshone, ID
CSI Building Renovations | Twin Fall,s ID
SCPHD Mini-Cassia Facility | Heyburn, ID

A. QUALIFICATIONS

PROJECT MANAGER AND KEY STAFF



David Porter PE, SE

STRUCTURAL ENGINEER | RIDGE STRUCTURAL

David has been involved in construction from an early age. Since his formal education focused on structural engineering, he has experience in a wide range of project types. He has completed large and multi-story structures constructed of steel, wood, concrete, and masonry for both private developers and government entities. Many of these structures are located in seismically active, high snow load areas. His diverse project background provides a basis to deliver practical and cost-effective solutions.

EDUCATION

Master of Science in Civil Engineering | Idaho State University

Bachelor of Science in Civil Engineering | Idaho State University

LICENSES

Professional Engineer | ID #P-14134
NE, MT, NV, WA, AZ, UT, WY, CO, OR, NM, TX, FL, OK

PROFESSIONAL AFFILIATIONS

Member | American Institute of Steel Construction (AISC)

National Council of Examiners for Engineering and Surveying (NCEES) Record Holder

SELECT PROJECT EXPERIENCE

Juniper Hills Country Club Renovations | Pocatello, ID

Teton Lakes Deck | Rexburg, ID

Boys & Girls Club Recreation Center | Elko, NV

New City Hall | Chubbuck, ID

Chubbuck City Animal Control Facility | Chubbuck, ID

ISU Alumni & Visitor's Center | Pocatello, ID



Dave Hansen PE

MECHANICAL ENGINEER | ENGINEERED SYSTEMS ASSOC

Dave Hansen is a licensed mechanical engineer with 30+ years of experience in the consulting engineering profession. He became a partner at Engineered Systems Associates in 2021 and is the managing principal for the firm. He is responsible for project management, scoping projects, writing proposals, directing design teams, and quality control. He has a variety of work experience including educational, commercial, institutional, industrial, and municipal.

EDUCATION

Associate Degree in Mechanical Engineering | Ricks College

Bachelor of Science in Mechanical Engineering | University of Utah

LICENSES

Professional Engineer | ID #P-18184
UT, WY, NV, MT, WA, NY, CO, CA, AZ, NM, AR, IL

PROFESSIONAL AFFILIATIONS

Member | American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

SELECT PROJECT EXPERIENCE

Tributary Golf Course Clubhouse Addition | Driggs, ID

Soldier Hollow Golf Course Clubhouse Kitchen Renovation | Midway, UT

Sublette County Golf Storage | Pinedale, WY

Parkway Clubhouse | Idaho Falls, ID

Golden Forest Clubhouse | Springfield, UT

ISU Alumni & Visitor's Center | Pocatello, ID

A. QUALIFICATIONS

PROJECT MANAGER AND KEY STAFF



Matthew N. Bradley PE

ELECTRICAL ENGINEER | MUSGROVE ENGINEERING

Matt has over 32 years of experience in the electrical engineering field designing a wide array of project types including private, commercial, single-family residential and multi-family developments, industrial facilities, water and wastewater infrastructure, K-12 educational facilities, higher education institutions, sporting venues, energy efficient lighting retrofits and hospitality projects.

EDUCATION

Bachelor of Science in Electrical Engineering | Boise State University

LICENSES

Professional Engineer | ID #P-13299
AZ, CA, CO, MT, NM, OR, SD, UT, WA, WY

AWARD

2014 Northwest Trade Ally Network Award

SELECT PROJECT EXPERIENCE

ISU Alumni & Visitor's Center | Pocatello, ID
Lookout Point | Pocatello, ID
New City Hall | Chubbuck, ID
Lincoln County Courthouse Renovation | Shoshone, ID
Bear Lake County Courthouse | Paris, ID
New Animal Control Facility | Chubbuck, ID
Boys & Girls Club Recreation Center | Elko, NV
Harriman State Park Lighting Retrofits | Island Park, ID
Teton Raptor Center | Wilson, WY
Maeck Education Center | Idaho Falls, ID



Jake Poulsen PE

SITE CIVIL ENGINEER | KELLER ASSOCIATES

Jake Poulsen is an accomplished Site Civil and Transportation Project Manager with a background in municipal and commercial site development. His proficiency spans stormwater management, site grading, parking layouts, ADA compliance, utility infrastructure, wastewater collection systems, and domestic water supply systems. Having successfully completed over 50 development projects across the Pacific Northwest, Jake's in-depth understanding of infrastructure development extends seamlessly into site planning, reflecting a holistic approach to project execution.

EDUCATION

Bachelor of Science, Civil Engineering | Boise State University

LICENSES

Professional Engineer | ID #21258

PROFESSIONAL AFFILIATIONS

Member | American Council of Engineering Companies

SELECT PROJECT EXPERIENCE

Nobel Learning Center | Meridian, ID
Hill's Century Farm Clubhouse | Meridian, ID
IDOC Pocatello Re-Entry Center Land Planning | Bannock County, ID
IDOT D4 Administration Site | Twin Falls, ID
Ammon Conservation Park | Ammon, ID
Eagle City Hall Expansion | Eagle, ID
Centennial Plastics Manufacturing Facility | Nampa, ID
Meritage Apartments | Meridian, ID

SIMILAR PROJECT EXPERIENCE

MAECK EDUCATION CENTER
TAUTPHAUS PARK ZOO | IDAHO FALLS, ID

This new 4,400 square foot facility was designed to tie-in with the adjacent buildings in Tautphaus Park, while using materials that connect it to its natural environment. Elements including dark cultured stone and wood timbers are reminiscent of the volcanic basalt rock, forested mountains, and historic log cabins of the region. The interior colors and finishes were selected with natural elements in mind and include: clear sealed concrete, solid live edge wood, clear sealed wood planks, and natural toned colors. The goal of the design was to bring the natural beauty of the outdoors to the inside of the facility.

Flexibility was also a key component of the design, allowing for use by various user groups of differing sizes, ages, and demographics. The building is comprised of three meeting/ classrooms designed to facilitate 25-30 students, but also allowing for all three spaces to open up into one large event space able to accommodate 150 people. Each of the three classrooms are separated by folding operable panel partition walls that allow separation visually and acoustically from room to room. Additionally, two spaces can be combined into one, affording for a wide range of classroom sizes and functions. The classroom spaces are all equipped with counters that include sinks and faucets that allow for a variety of learning opportunities. The flooring surfaces throughout the classrooms are a blended rubber/ carpet material that resists staining and are easily cleaned of spills.

In order to keep ongoing use and maintenance costs down, the building was designed with many energy efficient features, including: LED lighting, daylight sensors, occupancy sensors, and building management controls. This allows the users to reduce lighting electricity usage to the minimum necessary. Heating and cooling systems are simple forced air systems utilizing natural gas for heating, allowing for high efficiency ratings and easy maintenance.

This facility received the Idaho Recreation Association's Outstanding Facility Award in 2019.







SIMILAR PROJECT EXPERIENCE

JUNIPER HILLS COUNTRY CLUB PHASED RENOVATIONS | POCATELLO, ID

Juniper Hills Country Club is a privately owned country club offering numerous amenities including golf, swimming, and tennis.

Myers Anderson has been working with the club for many years on various projects. In 2006 Myers Anderson was contracted by the Country Club to develop a ten year masterplan for renovating the various Club owned facilities. The masterplan mapped out a phased approach to remodeling the existing clubhouse and swimming/tennis building.

In 2011 the members voted to move forward with the first phase of a $3.5 million masterplan. This phase included demolition and replacement of the existing golf pro shop/ cart storage building and an addition to the clubhouse. The improvements also included enlarging the dining room and patio along with remodeling both men's and women's locker rooms, the administration office, and providing a new bag drop off area and club house entrance.

The project presented the additional challenge of being located in the Gibson Jack Creek flood plain. Myers Anderson, in working with City of Pocatello Building and Engineering Departments, were able to work through the issues to allow the project to move forward.

In 2013 the members voted to move forward with the second phase of work, which consisted of an addition to the clubhouse kitchen and entrance, along with new kitchen equipment and HVAC, plumbing, and electrical upgrades. Additional interior upgrades included new finishes in the banquet room along with a new fire place. The remaining exterior finishes that were not upgraded in the first phase of work were also completed, giving the entire facility a cohesive appearance.







SIMILAR PROJECT EXPERIENCE

NEW CITY HALL | CHUBBUCK, ID

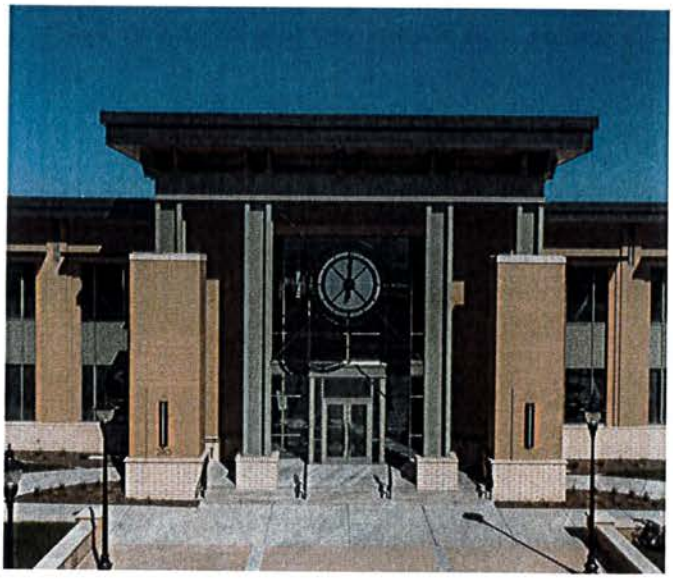
The City of Chubbuck knew they needed a new building to accommodate their growing spatial needs, but they also had the wisdom to dig deeper to determine if they needed something beyond just a building. Having been built out as an auto dependent suburb and with no historic fabric, downtown, or any architectural landmarks or public spaces, the city needed not just a certain quantity of functional square footage, but a civic icon and a heart for their community.

With a huge undeveloped but centrally-located site, the design team's first task was to lay out streets and public spaces in which Chubbuck's downtown could grow. The initial phase involved creating a street plan to divide the existing large blocks, developing street sections, and selecting trees and light fixtures. In front of City Hall, the team developed a variety of outdoor spaces including a large plaza, a bermed amphitheater, open lawn, walkways, and garden areas. This mix of typologies accommodates the city's desire to be able to host diverse types of programs, but they are all tied together and anchored by the formal symmetry of the central plaza, which defines and brings order to the newly created public space.

The appearance of the building and its architectural character had elevated importance, because not only would it be Chubbuck's most prominent civic building and catalyze downtown development, but it was an opportunity to create identity and sense of place for a community that was almost completely lacking in landmarks or architecturally significant buildings. The design created by Myers Anderson stands clearly in the tradition of formal civic buildings, but carries it forward using contemporary materials and crisp details that reflect its own time and place. One specific request by the city was to incorporate an exterior clock on the façade, which was made translucent and suspended between the columns of the portico giving it a lightness and allowing it to be viewed from the inside of the building and cast shadows into the lobby.

The new City Hall conveys Chubbuck's desire to enhance the lives of its citizens and to enrich the place that they love for generations to come.









ANIMAL SHELTER | POCATELLO, ID

The City of Pocatello's existing animal shelter facility was deteriorating, undersized, and unable to meet Pocatello's needs in a healthy and effective manner. In response to this problem, Myers Anderson Architects designed a new 16,000 square foot facility that will meet local needs in a beautiful, comfortable environment for the next 30 years.

The design includes administrative space, animal holding areas, exercise yards, a community education center, numerous support function facilities, and an attractive and centrally located adoption center. The facility is designed to increase animal health and adoptions while decreasing animal stress, disease, and euthanasia rates. Animal holding areas use many techniques to ensure a healthy, sanitary environment including individual kennel drains, quarantines and isolation areas, individual ventilation of cat cages, and indoor-outdoor dog kennels for easy cleaning.

The adoption center is placed front and center and provides a pleasant, inviting environment where the public can view and interact with animals ready for adoption. It includes glass-front adoption kennels and cages, bonding rooms, creative play areas, retail space, adoption services, and reception areas.





LAWS, REGULATIONS & APPROACH

LAWS AND REGULATIONS

Early in the establishment of our firm, we made a conscientious decision to work in the public sector. We have always felt a great sense of satisfaction working to better our communities and those who serve them. Through the course of this work we have developed a solid understanding of all local, state, and federal laws and regulations regarding public works projects.

Throughout the design process, we will ensure that the new facility meets all applicable codes and requriements as well as any additional jurisdictional requirements following plan review. In addition, Myers Anderson will facilitiate the public bidding process. This entials distributribution of bid documents and applicable information to all interested parties and assistance with the public bid opening. Myers Anderson will carefully review the bid results with City Representatives to ensure that all regulatory, licensing, and insurance requirements have been met prior to project award.

DESIGN PHILOSOPHY

Myers Anderson prides itself on its strong client focus. We see design as a service, and therefore our primary aim is to listen to our clients and understand their needs and goals. Myers Anderson has developed a reputation for flexibility in design and a progressive yet practical approach. We are eager to provide designs that enhance our cities and serve our neighbors well, while at the same being sensitive to the reality of constraints on time and budget.

DESIGN APPROACH

The kick-off meeting for the project is one of the most crucial meetings. Once we have been notified of your intent to award the project we will assemble the entire design team, including our consultants and all project stakeholders. In this meeting we review the project budget, goals, issues, constraints, opportunities, schedule, and the building program. This allows all involved to have a clear understanding of the goals and expectations, and develops a distinct path forward ensuring the success of the project. This kick-off meeting also acts as an initial information



A. QUALIFICATIONS

gathering meeting allowing the stakeholders to provide any pertinent project information, project specific expectations, and validation of the course forward.

Following the kick-off meeting our team will conduct a thorough evaluation of the existing conditions and current program requirements.

Key items to consider for this project include:

- Clear understanding of the City's Vision
- Scope and budget of the project
- Specific project priorities
- Understanding of time frames

Beginning the project with this formative ground work laid ensures that all parties are on the same page with the direction of the work well understood, which can eliminate many potential issues before they even arise.

PROGRAM AND DESIGN DEVELOPMENT

Once a thorough analysis of the existing conditions has been completed, we will hold a project design charette on site with the entire design team. We will present the findings from our initial analysis and begin pulling together the ideas, main project goals, and requirements from the building stakeholders and project team. Through our participatory planning process, we may suggest various thoughts, ideas and options for consideration; however, we will not dictate, as we believe working together we can develop the best solution. Through open communication a program or scope of work will be quickly established. All appropriate individuals/entities will be brought together along with the accumulation of all available relevant information. Through open communication a definitive program or scope of work will be established, with a clearly defined scope and budget estimates.

More specifically, we will sit down with you and carefully go through the following steps to ensure that our initial focus is on target and that all parties understand the desired results;

1. Meet with all stakeholders to validate the program goals and objectives.
2. Validate the schedule for design and construction completion.
3. Validate the available funding for the project and that the budget and scope of work match. There are many factors that drive costs. We will provide the information and guidance needed for sound decision making.
4. Thoroughly review alternative solutions, materials, and systems in maximizing the available funding.

APPROACH

5. Execute the design and construction documents in a clear and concise manner to facilitate effective bidding and construction of a great project.

MANAGEMENT

The Myers Anderson Team brings a strong local presence to this project. Richard Creason will be the Principal Architect assigned to this project with the assistance of Ben Ledford, as Project Architect. Together they will coordinate all the scheduling and planning of all design activities ensuring the project is completed in a timely manner with all determined deadlines being met. Ben will be the primary point of contact for this project during the design and construction phases. The collaborative environment within our firm ensures that multiple individuals will be intimately involved in the problem-solving, design and completion of this project. This type of organization assures you of the daily personal involvement of one of our licensed professionals supported by a team of experts.



We are a highly collaborative team. Everyone involved in the project brings a distinct area of expertise to the team and capitalizing on that expertise is what the design process is all about. We welcome and expect active participation throughout the process and recognize that active collaboration results in better projects. Collaboration not only ensures that your interests are represented, but it also makes for a more enjoyable process, which we feel is equally important to a project's success.

COST CONTROL

We rely on design skill – not inflated budgets – to create great architecture. Good design is a matter of creativity and discipline, not pure dollars. We take great effort to develop design solutions that are build able and economical, but we don't believe "sensible" has to mean "dull." We are eager to provide designs that enhance their environment, while at the same time being sensitive to the reality of constraints on time and budget. Our responsibility is to help you steward your resources to best meet your needs and design a building that meets your budget. If estimated cost overruns are discovered at the program and/or cost checks, it is our responsibility to undertake an internal constructibility/value engineering effort to correct the problem. Our method entails production of an unrestrained list of potential cost reductions. This list addresses the program impact, the potential cost savings, the pros and cons of such change, and our recommendation. The list is reviewed by the stakeholders and jointly we decide what action to take. Our standard constructibility/value engineering methodology is cyclic and includes reviewing, brainstorming and dialogue. When followed, the method reveals options, opportunities, and savings. We understand that cost is not the only item to consider when value engineering occurs. The design team analyzes performance versus cost for program items such as architectural finishes, building skins, and roofing systems.

QUALITY CONTROL

A well-planned project can quickly get off track without a management system that recognizes the multiple layers of communication inherent in today's complex multi-discipline designed projects. You can rely on the Myers Anderson team to effectively manage and coordinate the efforts of the entire design team. We believe in an open book process where all parties are expected to contribute to the success of each and every phase of the project.

Our team conducts in-house reviews during the design phase to help limit the number of change orders. Our customary design process is for all projects to be subject to frequent critiques during the design phase by principal and senior designers both within and outside the project team.

Clear and complete construction documentation is a major control factor in reducing the number and severity of change orders. In leading the design team, we accept the responsibility to provide the contractor with well-coordinated drawings that reduce unknowns and leave little guesswork.

CONSTRUCTION ADMINISTRATION

Construction Administration is a key aspect of the Design Professional's responsibility. During construction the Project Manager assigned to your project will visit the project site as frequently as necessary to determine the progress of the project, the quality of work, and compliance with the plans and specifications. We will also organize monthly meetings with the contractor, applicable subcontractors, and Owner representatives. These meetings are essential, keeping all parties up to date on the construction status and addressing any issues or concerns before they become problems.

SCHEDULE

SCHEDULE

Developing and maintaining the project schedule is essential to the success of any project. Design timelines must not be rushed so as to allow the Owner and designers time to understand and interpret the project goals and vision. Questions and ideas must be discussed, and decisions made that reflect that vision. Sound judgment, grounded by experienced professionals, will allow the entire team to maintain progress and meet major milestones.

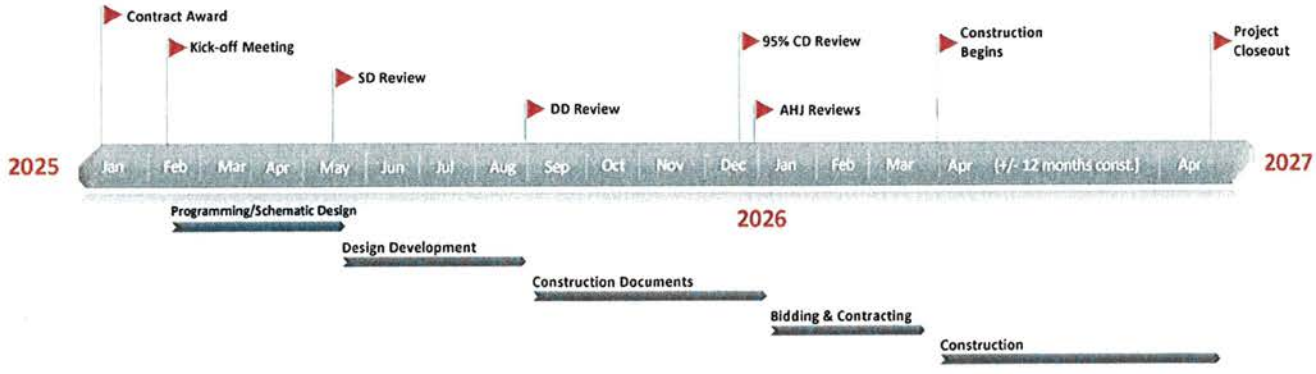
As a management strategy we utilize a variety of project controls to keep the design team informed of critical items and events that could affect the project progress. This allows us to stay on track in meeting your needs. The key to scheduling is communication, communication, communication!

In the project kickoff meeting we will develop an overall project schedule. Within this overall project schedule we will list sub-tasks and milestones that will include budget, scope, and review deadlines, as well as allocation of time for any required jurisdictional reviews.

We understand that a project is not a straight line to completion, there will be unforeseen conditions that will need to be addressed throughout the design process. If the project requires a scope shift we will discuss as a team the need for potential schedule adjustment. This discussion will happen promptly after the scope change is identified.

Below is a proposed design schedule for your review and consideration.

PROPOSED SCHEDULE





ISU REC CENTER ADDITION | POCATELLO, ID

B.
ATTACHMENT 2

ATTACHMENT 2
PROPOSAL SCHEDULE

SEALED PROPOSALS DUE: Friday, December 13, 2024 on or before 10:00 am MST
This completed Proposal Schedule must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	Myers Anderson Architects, PLLC
Mailing Address:	122 South Main Street, Suite 1, Pocatello, ID 83204
Physical Address:	122 South Main Street, Suite 1, Pocatello, ID 83204
Contact Telephone:	(208) 232-3741
Contact E-Mail:	richard@myersanderson.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES ✓ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

✓ YES __ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

RC Firm has included as part of their proposal, the required statements of qualification as described herein.

RC Firm has included as part of their proposal, a copy of all required licensure as described herein.

RC Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: _____ Date: 12/12/2024

Printed Name: Richard Creason

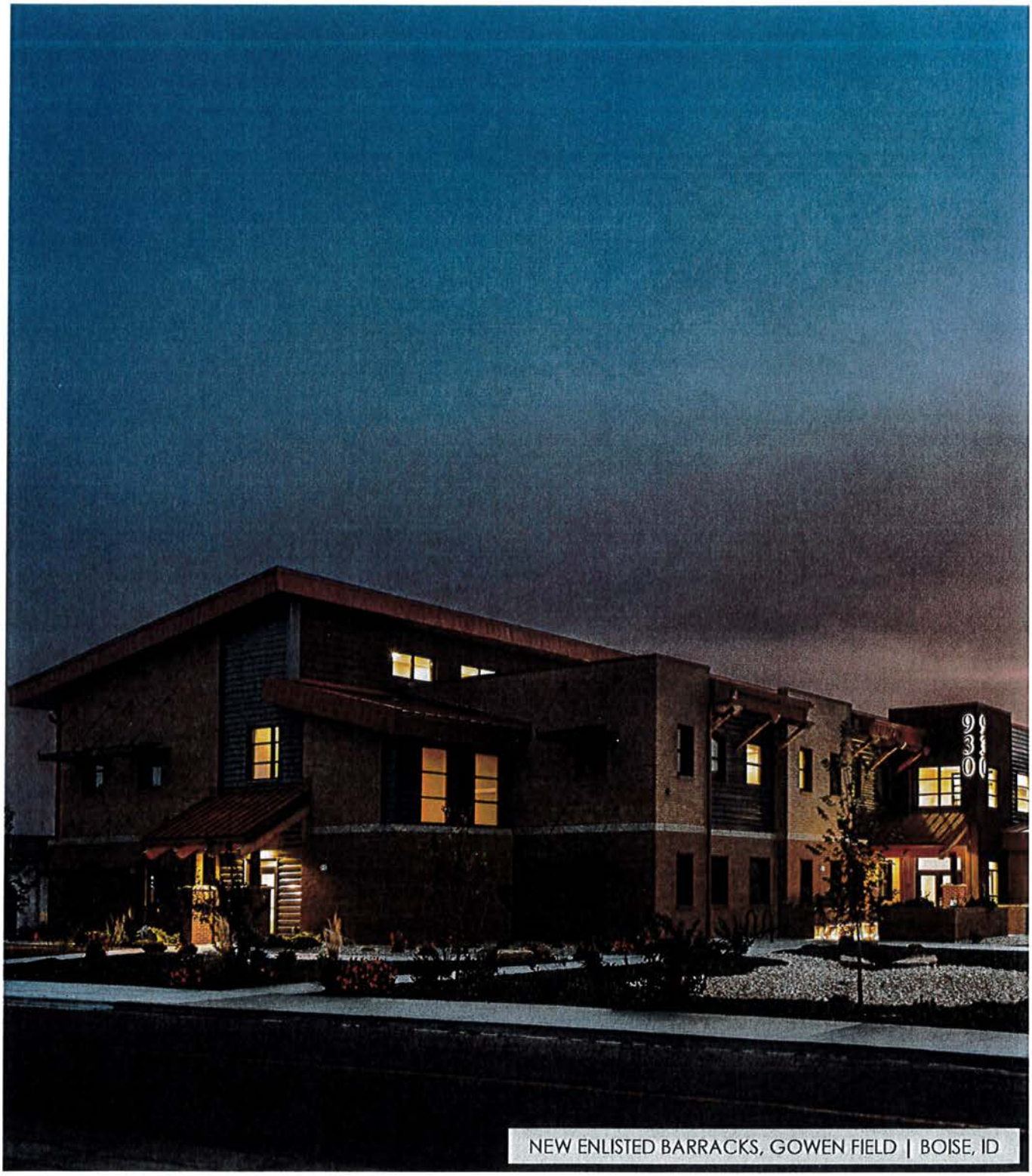
Title: Principal Architect

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings? Yes, please see further explanation below.

In 2019, Myers Anderson was served a claim by a client. This claim stated that Myers Anderson had intentionally and fraudulently designed a building over their desired budget. The owner developed the program, the owner selected the Construction Manager, who held responsibility for cost estimation on the project. The owner simply determined that he could not afford the building he wanted and had changed his path. The client was seeking full repayment for all A/E fees paid, including payments Myers Anderson made to consultants the client had previously directly contracted with. Myers Anderson made every attempt to assist the client in design, redesign, phasing, and construction of their new building. This claim was disputed in total and a settlement was negotiated through mediation.

In 2021, Myers Anderson was served a claim by a subcontractor. This claim stated that Myers Anderson had knowingly and intentionally instructed the subcontractor remove lead-based paint from wooden pillars leading to personal injury of the contractors. This claim was disputed in total and court proceedings were pursued. There was no material fact to this claim and the court dismissed the case with prejudice.

Myers Anderson has no other claims in our history.



NEW ENLISTED BARRACKS, GOWEN FIELD | BOISE, ID

C. LICENSING

C. LICENSING

STATE OF IDAHO BOARD OF ARCHITECTURAL EXAMINERS

THIS CERTIFIES THAT

Richard Charles Creason

having fulfilled all the requirements of the Laws of Idaho and possessing the prescribed qualifications is hereby authorized to practice as a

LICENSED ARCHITECT

WITHIN THE STATE OF IDAHO

IN TESTIMONY WHEREOF, I HAVE HEREUNTO PUT MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE STATE OF IDAHO AT BOISE, IDAHO, THIS 5th DAY OF October 2011 A.D.

Tara Cory

RICHARD CHARLES CREASON
Architect License
AR-985241

Expires: 02-Aug-2025

Russell S. Barron
Administrator

STATE OF IDAHO BOARD OF ARCHITECTURAL EXAMINERS

THIS CERTIFIES THAT

Benjamin Henry Otis Ledford

having fulfilled all the requirements of the Laws of Idaho and possessing the prescribed qualifications is hereby authorized to practice as a

LICENSED ARCHITECT

WITHIN THE STATE OF IDAHO

IN TESTIMONY WHEREOF, I HAVE HEREUNTO PUT MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE STATE OF IDAHO AT BOISE, IDAHO, THIS 11th DAY OF February 2014 A.D.

Tara Cory

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

ARCHITECT

BENJAMIN HENRY OTIS LEDFORD
422 N GARFIELD AVE
POCATELLO ID 83204

Russell S. Barron	AR-985415	01/17/2025
Division Admin	Number	Expires



HISTORIC RAILYARDS ROUNDHOUSE | EVANSTON, WY

D. AMENDMENTS

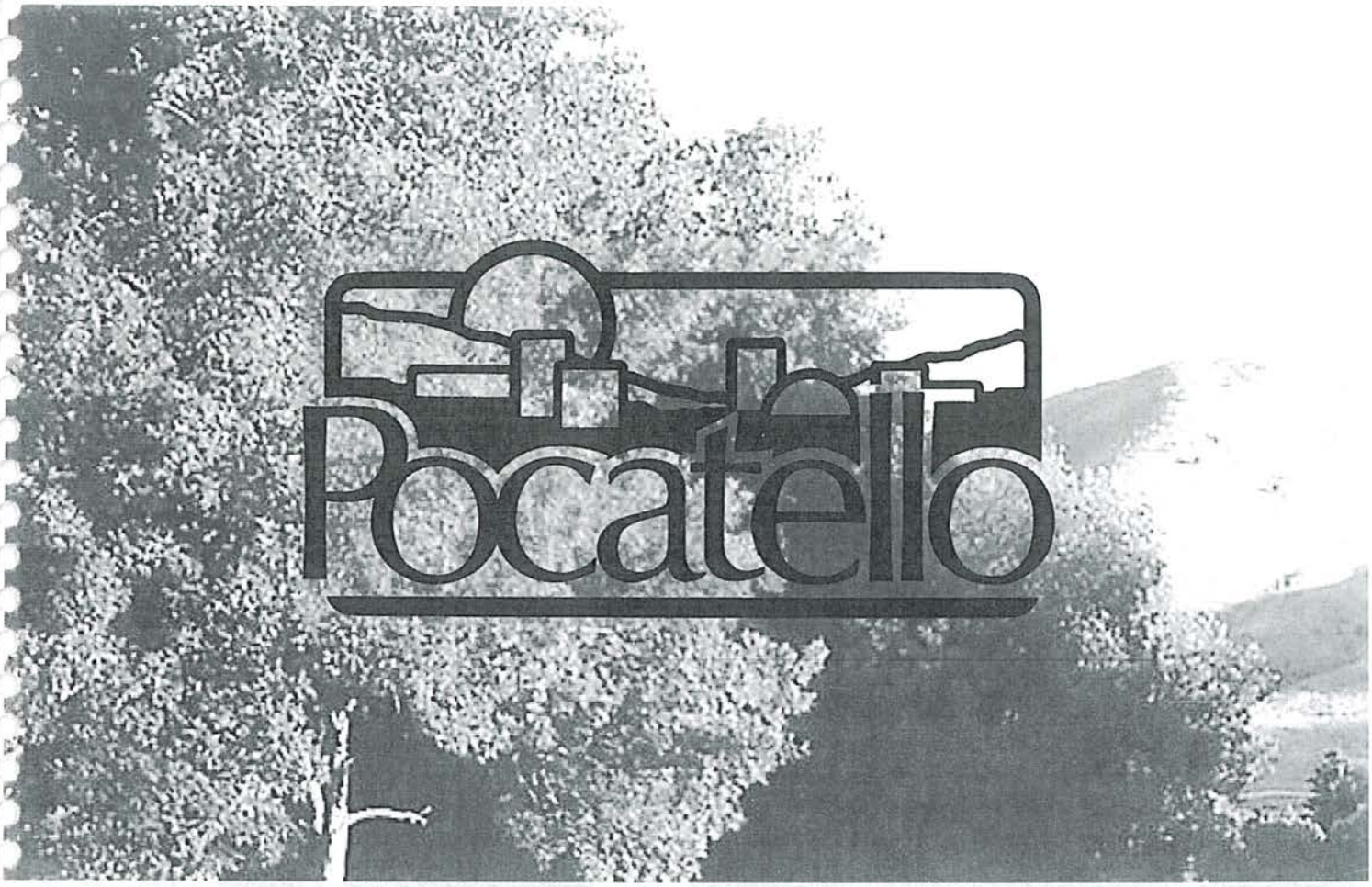
ATTACHMENT 1
RESPONDENT QUESTIONS

INQUIRIES DUE: Monday, December 9, 2024 on or before 10:00 am MST

The following instructions shall be followed when submitting questions using the question format on this page.

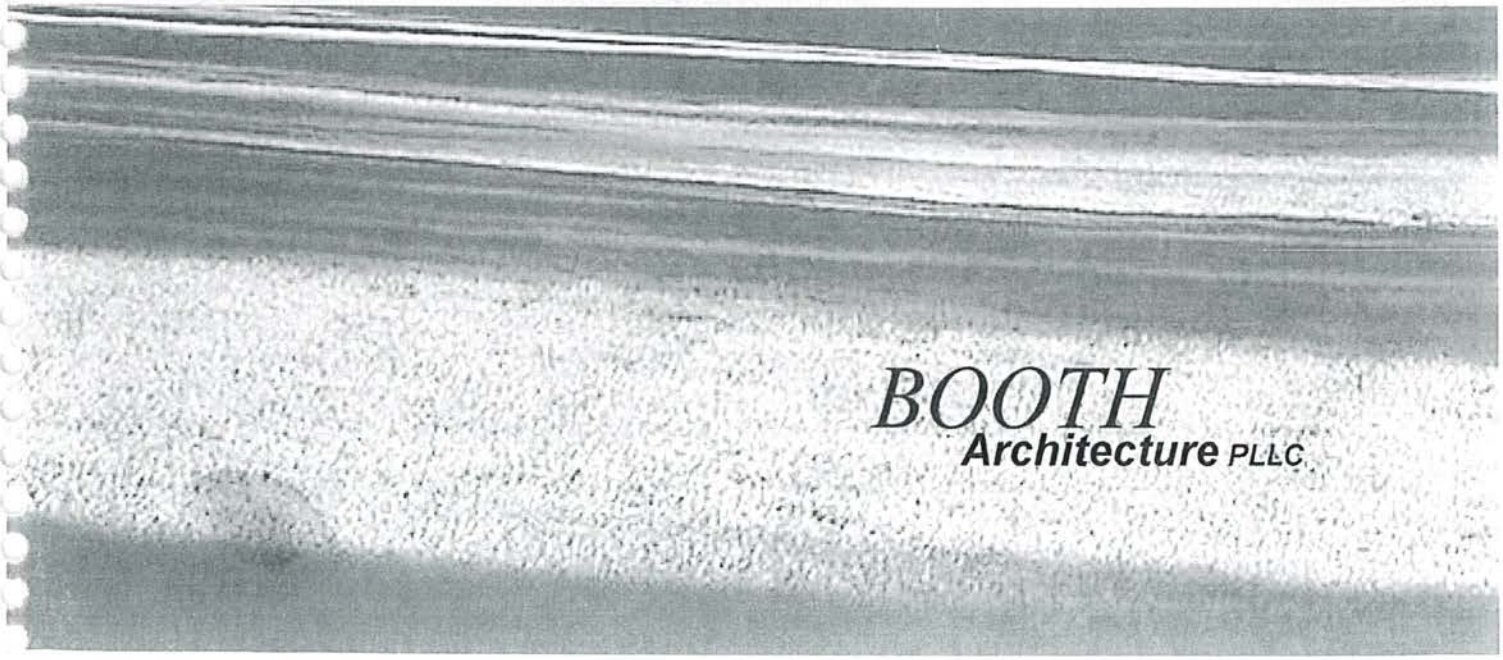
1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question pertains to in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to an attachment, enter the attachment identifier (example "Attachment X") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ Page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for City use only.
4. Once completed, this form is to be emailed per the instructions in the RFQ. The email subject line is to state "RFQ*: Architectural Services.*"

	RFQ Section	RFQ Page	Question	Response
1	General	-	How many printed copies are needed? Do they need to be in a sealed envelope.	The RFQ inadvertently makes no mention of copies or envelope requirements. As such, please simply submit at least one completed packet. However, the original packet plus three copies submitted in a sealed envelope is encouraged.
2	General	-	How many printed copies of the response should we submit?	Please refer to Response #1 above.
3	General	-	Is a digital copy desired as well?	A digital copy is not required, but may be included on a zip drive as part of your submission. This inclusion will not affect the scoring process.
4	Attachment 2	8	Should Attachment 2 be named Proposal Form rather than Proposal Schedule? If so, will you please provide an updated document for inclusion in the response?	The term "schedule" as it is used in "Proposal Schedule" is defined as *'an appendix to a formal document.'*
5				
6				
7				
8				



PROFESSIONAL ARCHITECTURAL SERVICES

REQUEST FOR QUALIFICATIONS
CITY OF POCATELLO, IDAHO



BOOTH
Architecture PLLC

BOOTH
Architecture *PLLC*

December 13, 2024

City of Pocatello
Pocatello, Idaho 83201

Re; Riverside Clubhouse

On behalf of Booth Architecture PLLC we truly appreciate the opportunity to submit on this project. We have read the RFQ, feel we are qualified and excited to provide our services for this project.

Booth Architecture has a great deal of experience with projects of this nature, size and scope. We also have a long-lasting relationship with the City of Pocatello and are very fortunate to have been selected on numerous past City projects. I feel our selection has been based on our ability to listen as well as understanding the City's expectations. On many occasions we incorporate owner provided items and services into the project to meet budgeting and scheduling. This mind set has earned us numerous repeat clients as we have become the architect of choice for many such as the City of Pocatello, Bannock County, Portneuf Health Trust, and Mountain View Hospital.

Municipal projects such as this require unique balance to appease the local community. To achieve this, we must produce an attractive building without going overboard, select quality products without gold plating, and provide the community with something they are proud of without breaking the bank. Booth Architecture can acheive this.

We have deep roots in the community and are committed. Our current schedule would allow us to start right away. I feel we could design throughout the winter and be ready for early spring construction.

Our team is a great fit for this project, and we look forward to working with you.

Cordially,

Ted Booth, Architect, AIA
Booth Architecture PLLC
ted@bootharchitecture.com

340 E. Clark St., Ste. A
Pocatello, ID 83201

P 208.233.4548 | F 208.233.0263
www.bootharchitecture.com

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BASIC QUALIFICATIONS

BOOTH
Architecture PLLC

BOOTH
Architecture PLLC

340 E. Clark St., Ste. A
Pocatello, ID 83201

208.233.4548 | 208.233.0263
www.bootharchitecture.com

Booth Architecture first opened its doors in 2004 but carries an abundant amount of knowledge well beyond this period. Some of the expertise comes from a previous partnership with Wallace & Booth Architects and experience at Wallace-Hudson & Associates. Throughout the years, Booth Architecture has been involved with several projects changing in size and intricacy.

Although the staff is small, it contains a great deal of care and skill. Our small staff has given our clientele a more personal experience and trust in knowing that their project will not be handed down the chain of command. Being smaller allows us to have tighter communication and straight forward management of projects. We take pride in satisfying our clients by designing a final product well beyond their desires. With our great dedication, we have created a professional and long lasting relationship with each client.

Our team consists of Ted Booth (Architect/Principal), Kelsey Stenersen (Design Professional), and Julie Snelders (Office Manager). Along with our in house staff, we have a skilled and proficient group of engineers and consultants capable to attack the most challenging projects. We all come together to make an elite team with dedication, commitment, and innovation.

Booth Architecture, PLLC has acquired comprehensive experience in a wide scoop of architectural design, including but not limited to commercial, institutional, medical, governmental, residential, and community projects. Booth Architecture has the ability to provide the reliable local representation that will result in a successful project.

We provide our clients with the finished product that they envisioned. With us, the client is our number one priority; we listen to their dreams, see their vision and indulge them at every possible turn. Regardless of the project size, individualized attention is given from concept to completion.

Booth Architecture understands that communication between architect, owner and builder is the key to the success of any project. We utilize computer aided design, enabling the firm to work on all sizes of projects, while providing clients with the personal service they deserve.

2.

TAB TWO
SPECIFIC QUALIFICATIONS

BOOTH
Architecture PLLC

TED L. BOOTH, PRINCIPAL ARCHITECT (PA) PRINCIPAL IN CHARGE (PIC)
[Booth Architecture]
Ted will lead the project team through oversight of project decisions, confirming that even small decisions work to achieve project goals. Ted will continually monitor and commit team resources to maintain an outstanding service level and will attend and co-lead meetings during the design of the project. He will have a continual presence throughout the project.

KELSEY A. STENERSEN, ARCHITECTURAL APPRENTICE
[Booth Architecture]
Kelsey will work under the supervision of Ted Booth and work with the team through the design phase.

[THE PROPOSED ENGINEERS MAY BE SUBSTITUTED AT THE REQUEST OF THE OWNER]

RON RICE, MECHANICAL ENGINEER
[Gate City Engineering Services]
Ron has the responsibility to assure that the HVAC and plumbing design strikes the best balance between the requirements of the user and the budget.

TODD PAYNE, ELECTRICAL ENGINEER
[Payne Engineering]
Todd designs complete electrical systems for industrial and commercial projects. His duties include: lighting system analysis, fault current calculations, engineering studies, design of fire alarm, audio visual and grounding systems, supervision of drafting personnel, preparation of technical documents, specifications, system cost, evaluations and necessary code compliance along with field observations through the course of construction.

DAVID PORTER, STRUCTURAL ENGINEER
[Ridge Structural Engineering]
David and his firm are responsible for providing the design team with timely feedback on the structural implications of designed features and to document any structural provisions necessary to support the final design.

Brady Smith, CIVIL ENGINEER
[AVYANT]
Brady will bring his knowledge and working experience with coordination of local agencies. He and his team support the overall project with design work to confirm and/or create parking and building access and to resolve an storm water drainage issues that may exist on the site.

SPECIFIC QUALIFICATIONS **PROJECT TEAM**



TED L. BOOTH | Ted@bootharchitecture.com

A.I.A. Principal Architect | Booth Architecture PLLC | 208.233.4548

Ted Booth wears many different hard hats to oversee the project is completed with satisfaction. He begins by working with his clients to acquire their essential needs. The production then begins with his creative designs and drawings. Mr. Booth unifies the production with the client, engineer, and consultants. Throughout the process of the production, meetings and inspections are consistent. Mr. Booth works meticulously with the client to guarantee their desires are fulfilled.

Professional Status

- Licensed Architect in the State of:
  Idaho, Utah
- National Council of Architectural Registration
- Board Certification

Education

Idaho State University [Architecture]
Idaho State University Applied Technology [Advanced CADD]
Phoenix Institute of Technology [Architecture]

Memberships/Organizations

- American Institute of Architects [Past President, Secretary, and Treasurer]
- Greater Pocatello Chamber of Commerce
- Idaho State Alumni
- Idaho State University Bengal Foundations
- Housing Committee
- Board of Appeals – Bannock County and Pocatello

History

Ted Booth began his architectural development in 1988 with an internship at Wallace - Hudson & Associates. Grasping his new license, he formed the partnership of Wallace & Booth Architects. Mr. Booth is now the proud owner of Booth Architecture. He has designed an extensive collection of projects with an array of size and complexity.

Having many years of construction knowledge Mr. Booth has gained a concrete background in practical construction methods. He enhances his professional growth by attending educational classes and has directed workshops on Accessible, Adaptable, and Universal Design.

Board of Architects and Landscape Architects

TED BOOTH
Architect License
AR-93009

Expires: 21-Sep-2025

Russell Barron
Administrator

Filing Type	Limited Liability Company (D)
Status	Active-Existing
Formed In	IDAHO
Term of Duration	Perpetual
Principal Address	340 E CLARK STE A POCATELLO, ID 83201
Mailing Address	STE A 340 E CLARK ST POCATELLO, ID 83201-6345
Initial Filing Date	07/29/2004
AR Due Date	07/31/2025
Registered Agent	Noncommercial 0093518 TED L BOOTH 340 E CLARK STE A POCATELLO, ID 83201

RECENT RELEVANT PROJECTS

Booth Architecture PLLC

2024-CURRENT

Alliance Title | Chubbuck, ID	(office)
Bannock County - Annex | Pocatello, ID	(remodel, renovations)
Bannock County - Entry | Pocatello, ID	(remodel, renovations)
Bannock County - Office | Pocatello, ID	(office, classroom)
Bannock County - Tactical | Pocatello, ID	(training center, storage)
Beard St. Clair | Pocatello, ID	(office building)
BMH - Clifford Clinic | Chubbuck, ID	(medical Clinic)
BMH - Entrance | Blackfoot, ID	(remodel)
Caribou County Event Center | Grace, ID	(event center, fire station)
City Center - Portneuf Health Trust | Pocatello, ID	(office)
City of Pocatello - Community Rec Center | Pocatello, ID	(addition, remodel)
City of Pocatello - Fuel Station | Pocatello, ID	(gas station, car wash)
City of Pocatello - Pickleball Courts | Pocatello, ID	(recreation)
City of Pocatello - Water Slide | Pocatello, ID	(recreation)
Del Monte Meats | Pocatello, ID	(retail, butcher, addition)
ENT| Hailey, ID	(medical clinic)
Ferrell's & Lettie's Boutique | Chubbuck, ID	(retail)
Gem State ENT | Twin Falls, ID	(medical clinic)
Ghost Kitchen | Chubbuck, ID	(kitchen)
Hanni Mosque | Idaho Falls, ID	(religious)
Mechanical Solutions | Pocatello, ID	(office/warehouse, remodel)
Mountain View - Brown Brick | Idaho Falls, ID	(nuclear pharmacy, PT)
Morco Construction | Pocatello, ID	(office, warehouse)
Morgan Fine Finishes | Driggs, ID	(office, warehouse, housing)
Idaho Falls Country Club | Idaho Falls, ID	(remodel, revocation)
Idaho Falls Stripmall | Idaho Falls, ID	(retail, dentist)
IST Charter School | Blackfoot, ID	(institutional)
ISU SIM Lab - Portneuf Health Trust | Pocatello, ID	(institutional, medical)
Jackson House | Idaho Falls, ID	(youth development)
Portneuf Library | Inkom, ID	(library)
Mountain View - Red Brick | Idaho Falls, ID	(medical)
Mountain View - Pain & Spine | Rexburg, ID	(medical clinic)
Omni Kids | Twin Falls, ID	(child development)
Onedia Courthouse | Malad, ID	(remodel)
Paramount Surgical Center | Pocatello, ID	(surgery center)
SME Steel | Pocatello, ID	(paint booth)
Title One | Chubbuck, ID	(office)
Twin Falls Ortho | Twin Falls, ID	(medical clinic)
Twin Falls Strip Mall | Twin Falls, ID	(retail)
Wray Dermatology | Blackfoot, ID	(medical, spa)
Yellowstone Plaza | Idaho Falls, ID	(restaurant, retail)

IDAHO FALLS COUNTRY CLUB - REMODEL

Idaho Fallls, ID [$1.6M] [2024]

This project was truly a design-build team effort. We worked closely with the owner, contractor, and interior designer to transform this 1964 time-capsule into a modern showpiece. We had to measure and recreate plans and elevations of the existing 9,000 sq.ft. building. We were then able create a 3D model allowing the team to visualize the proposed remodel, surfaces and finishes. The renderings were a great tool for the owner to use for marketing and advertising.

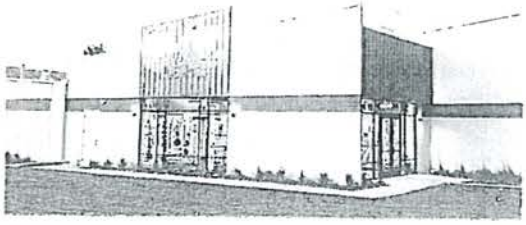


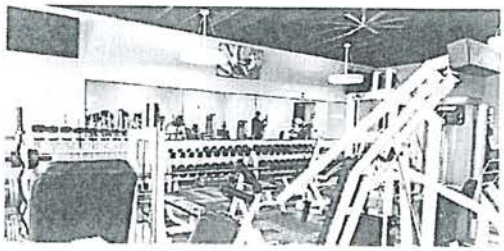


CITY OF POCATELLO

Pocatello, ID [$1.6M] [2024]

We have had the pleasure of working on many City of Pocatello projects over the years. One of the most recent was the Parks and Recreation Addition / Remodel. This consisted of an assessment of the existing 26,500 sq.ft. facility and adding a 3,350 sq.ft. fitness area. We also made improvements to the lobby, reception, restrooms, hallways, offices, and exterior. This project was made possible by working with Portneuf Health Trust as a major donor. This was a very satisfying project, and like the Riverside Clubhouse, it will be viewed and used by the public. A few other recent City of Pocatello projects include the Recycle Center (2025), Police Locker Rooms (2024), Pickleball Courts (2024), Waterslide (2024), Fuel Station (2023), Street Department (2019)





BANNOCK COUNTY YOUTH DEVELOPMENT/ EVENT CENTER

Pocatello, ID [$2.4M] [2024-2025]

Bannock County is getting ready to break ground on a new facility at the fairgrounds. Consisting of 7,100 sq.ft., it will house the County Event Center offices and a Youth Development Center. The offices and conference room will be the helm of the event center. Separate but attached, is a Youth Development Center with classrooms, offices, and kitchen area. This is one of many recent Bannock County projects. A few others include the County Courthouse / Elections Entry's (2024-2025), Sheriff Tactical Center (2024-2025), Jail Reroof (2023), The Village (2023), Museum Reroof (2022), Courthouse Restrooms (2020)

BEARD ST. CLAIR GAFFNEY - OFFICE

Pocatello, ID [$3M] [2024]

Nestled in the new Northgate development is the new home of Beard St. Clair Gaffney. This project is a prime example of taking advantage of the existing site elements. The 6,400 sq.ft. main level serves the owner as well as their tenant. The building was designed so the owner could expand into the tenant space if needed. To take advantage of the natural grades, a partial 2,600 sq.ft. walkout basement was placed on the lower shelf. The building has modern low maintenance exteriors, and breathtaking views of the valley. This is another repeat client as we recently finished their office in Idaho Falls Location in 2021.





PATRIOT SQUARE - ALLIANCE TITLE

Chubbuck, ID [$2.3M] [2024]

Alliance Title recently opened their doors in the Patriot Square Complex. This 3,750 sq.ft. building complements the neighboring building exteriors. The interior contains a warm cozy feel to make their clients feel comfortable and at home. We have had the pleasure of creating numerous buildings within the Patriot Square complex. Others include Title One (2024-2025), Wright Physical Therapy (2023), Lettie Boutique / Ferrell's (2023), Factory Direct Flooring (2023), Ameri-Title (2020),







RON RICE

Mechanical Engineer | Gate City Engineering Services

Professional Status:

- Licensed P.E. in the State of:

Idaho, North Dakota, Wyoming

Education:

Idaho State University [B.S., Engineering, 1982]

Background:

Over 34 years experience in engineering including extensive experience in HVAC and Plumbing design and engineering for industrial, commercial and institutional facilities. Ron is familiar with all types of HVAC and plumbing design as well as computing all the energy calculations to meet compliance. He coordinates all phases of HVAC projects from design through installation including specifying equipment, calculating loads, duct work and pipe sizing, selection of HVAC equipment including air handlers, pumps, boilers, computer rooms, chillers, cooling towers, exhaust fans, and condensing units.



TODD PAYNE | payneengineering@gmail.com

Electrical Engineer | Payne Engineering | 208.232.4439

Professional Status:

- Licensed P.E. in the State of:

Idaho, Utah, California, Kansas, Missouri, South Carolina

Education:

Idaho State University [B.S., Engineering, 1992]

Background:

Todd's experience in engineering began in 1987 as a draftsman, where he mastered his drafting skills. He quickly became an electrical designer and managed projects from start to finish. He has worked extensively on health care institutions, secondary education facilities, and nationwide commercial contracts. This nationwide experience has provided a strong technical base. His practical experience along with electrical engineering theory has made Todd an excellent engineer.

Todd's computer skills have allowed him to take advantage of state of the art design tools. He currently uses software to perform energy management design analysis, lighting design and fault current calculations. This is a great asset to Payne Engineering. Todd's ability to communicate and implement his design ideas with others is invaluable. His attention to details and problem solving abilities make Todd a great addition to the professional engineering industry.



DAVID PORTER | david@ridgestructural.com

Structural Engineer | RIDGE Structural Engineering | 208.569.5694

Professional Status:

- P.E., S.E. in the State of: **Idaho, Nevada, Arizona**
- P.E. Civil in the State of: **Washington, Oregon**
- P.E. in the State of: **Montana, Colorado, Wyoming**
- P.S.E. in the State of: **Utah, Nebraska**

Education:

Idaho State University [M.S., Civil Engineering, 2006]
Idaho State University [B.S., Civil Engineering, 2005]

Background:

David has been involved in construction from an early age. Since his formal education focused on structural engineering, he has experience in a wide range of project types. He has completed large and multi-story structures constructed of steel, wood, concrete, and masonry for both private developers and government entities. Many of these structures are located in seismically active, high snow load areas. His diverse project background provides a basis to deliver practical and cost-effective solutions. David is the principal in charge at Ridge Structural Engineering; he is responsible for managing the day-to-day operations.



BRADY SMITH | avyantbsmith@outlook.com

Civil | AVYANT | 208.705.0798

Education:

Idaho State University [A.A.S., Drafting & Design Technology]

Background:

Brady has worked on many civil engineering projects throughout Utah, Idaho, Montana and North Dakota. These projects included designing water systems, sanitary sewer systems, storm sewer systems, site developments, roadways for municipalities, and privately funded projects. He has built working relationships with project regulators, stakeholders, and contractors. Worked as Lead Designer on many subdivisions, roadway designs and site development projects throughout the area. Managed a local engineering firm for several years prior to starting a new company known as AVYANT. Has been involved in civil engineering for his entire 24-year career on projects totaling more than 50 million dollars in construction costs.

TAB THREE

APPROACH TO PROJECT

3.

BOOTH
Architecture PLLC

APPROACH TO PROJECT



Legal Concerns:

Booth Architecture is a well-established firm and prides themselves in service to the client. Not only do we not have and pending or unresolved claims, but we have also never had a claim to our insurance company. I feel this can be attributed to our communications skills as attention to detail.

Schematic Design:

Schematic Design will be one of the most crucial portions of this project.



At first glance, it appears we could locate the new clubhouse to either the north or south of the existing facility. This would provide access to the parking area as well as #1 and #10 tee boxes. The location would also allow us to capture the afternoon shade as well as overlooking the golf course. This would also allow the existing facility to remain operational during construction. Once the new clubhouse is completed, the existing clubhouse can be demolished and replaced with newly reconfigured parking. On the occasion that the design conflicts with the golf course play area, we would utilize a landscape architect with golf course experience to assure this is properly addressed.



The above concept is merely our initial assessment. Being the "end user" we value your input, ideas, and consider you part of the design team. We will all work together to establish a program that fits your needs, a site that benefits the area, and provides a great experience for the users.

Design Development:

With an approved plan established, our team will assemble with your team to discuss systems, materials, and methods. At this time, we can discuss the types of finishes, fixtures, lighting, and the pros & cons of each. This allows the selection of low-maintenance materials to best fit your needs and budget, while complementing the surroundings.



Construction Documents:

With the design taking shape, we will assemble the construction documents. This is where we dimension, detail, dot i's, cross t's, and coordinate the various engineering. The construction documents allow bidding, permitting, and construction. We will also provide 3D renderings for your use and display.



Construction Administration:

We will assist with the advertisement to bid, contracts, review, process shop drawings, provide progress observation throughout construction, as well and the final punch list.

Conclusion:

To us, buildings are more than a bunch of bricks. They are a representation of who we are and what we do. We take pride in what we do and will go the extra mile for you. Booth Architecture is a local firm located in Pocatello and vested to community.

TAB FOUR
PAST PERFORMANCE

BOOTH Architecture PLLC

4.

BANNOCK COUNTY

FACILITIES

Re: Booth Architecture

To whom it may concern,

I am writing to offer my highest recommendation for Booth Architecture, **Ted Booth** and **Kelsey Stenerson,** in their professional endeavors in the field of architecture. I have had the privilege of working closely with them over the past 10 years in the capacity of Bannock County Building Official, Project Manager and Facilities Director, and I can confidently attest to his exceptional skills, dedication, and passion for architecture.

Ted Booth, is a highly skilled and experienced professional. His work reflects a deep understanding of design principles, an innovative approach to problem-solving, and a strong commitment to creating spaces that are both functional and aesthetically pleasing. Ted's ability to lead teams and mentor his staff, including Kelsey, has made a significant impact on the success of our projects. He combines technical proficiency with creative vision, and his attention to detail ensures that every aspect of a project meets the highest standards. Ted's collaborative spirit and ability to communicate effectively with clients, contractors, and team members make him a standout leader in the field.

Kelsey Stenerson, as an architectural apprentice, has demonstrated exceptional customer service and an eagerness to grow within the profession. Kelsey's ability to grasp complex architectural concepts quickly and apply them in practice is impressive. Throughout her apprenticeship, Kelsey has shown great attention to detail, a strong work ethic, and a natural aptitude for design. I have been particularly impressed by Kelsey's enthusiasm for design exploration, coupled with a grounded understanding of practical requirements. She is a team player who takes feedback with grace and strives to satisfy her client.

Booth Architecture possesses a strong ethical foundation and approach their work with integrity. Their commitment to modern design and creating meaningful spaces is evident in every project they are involved in. I am confident that both of them will make significant contributions to the architecture profession and continue to evolve as leaders in the field.

It is without reservation that I recommend Booth Architecture in all aspects of the construction field. I am certain that they will both bring immense value to any team, project, or organization they are a part of. Should you require any further information or wish to discuss their qualifications further, please do not hesitate to contact me.

Sincerely,

Daniel Kendall
Bannock County Facilities Director
danielk@bannockcounty.gov

IDAHO FALLS
Country Club

December 6, 2024

To Whom It May Concern,

I am writing to offer a recommendation for Booth Architecture from Pocatello, Idaho.

I worked with Ted and Kelsey during the renovation of our clubhouse at the Idaho Falls Country Club (IFCC), which took place between September of 2023 and March of 2024. The property was built in the 1960's and was in dire need of a major remodel.

The first thing we needed to do to was develop an exterior design. Over the years the clubhouse had been covered with vinyl siding and was painted in a monochromatic scheme. We sat down with Ted and Kelsey and shared our vision with them, which was a return to a Mid-Century Modern design aesthetic in keeping with the original architecture. They really delivered. Their exterior design achieved exactly what we were looking for. The membership loves it, which is saying a lot, considering the many members we were hoping to please.

Booth also prepared some drawings for a storage building we needed, allowing the contractor to get the construction permits and providing all the information needed to build the job.

The value of any recommendation is of course dependent on the writer's experience. Since 1991 I have owned a custom fabrication firm in Idaho Falls, Idaho, employing around 60 people. I have managed hundreds of projects over the past few decades. I was the Owner's Representative for the IFCC project.

I highly recommend Booth Architecture. Should you have any questions or need further information, please feel free to send me an email at brad@americanfabrication.com.

Best regards,
Brad Hendrickson

BINGHAM MEMORIAL HOSPITAL
Experience Bingham!

David Lowry, MBA, BSN
Director of Surgical Services
Bingham Memorial Hospital
Idaho Doctors Hospital
98 Poplar Street
Blackfoot, ID 83221

To Whom It May Concern:

This letter should serve as a recommendation of the work of Mr. Ted Booth and his firm, Booth Architects.

Ted has served as our company's architect for the past four years during which time he designed and oversaw construction of a new Interventional and Vascular Laboratory, 5 bed Intensive Care Unit, 12 bed Same Day Surgery Unit, and 3 bed Post Anesthesia Care Unit. Ted was responsible for all phases of the work from schematic design through the services during construction to the final certificate of occupancy.

Ted is currently involved in the design and construction of a 3 room Surgery Center. Ted is very thorough and works with the client as well as the contractor better than any architect I have ever been associated with. He takes care of every little detail, many times beyond his realm of responsibility, which has taken a big burden off our shoulders. Ted is always available, day or night, for consultation. I would definitely call him a hands-on professional as opposed to those who rely on draftsmen or computers.

I personally worked with Ted and found him to be dedicated and thorough. I strongly recommend Mr. Booth. We look forward to working with him on a future building project at Bingham Memorial Hospital and Idaho Doctors Hospital

If I can answer any further questions, please don't hesitate to contact me.

Sincerely,

David Lowry, MBA, BSN
Director of Surgical Services

TAB FIVE
EXAMPLES OF WORK

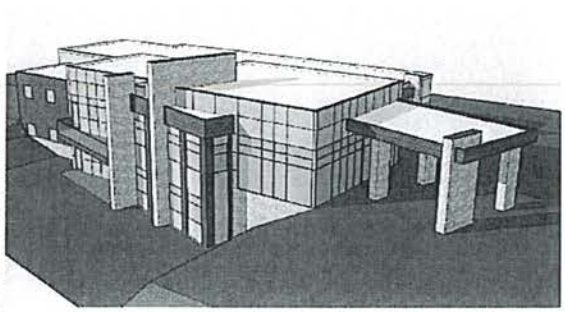
BOOTH Architecture PLLC

PAIN CENTER

Pocatello, ID

This 2-story, 16,000 square foot medical office building finished construction in the fall of 2022. The upper level provides 22 office and exam rooms with all the required support facilities. The lower level is a leasable space with 17 office and exam rooms along with x-ray and support. This project is built into a hillside to enjoy views of the Pocatello valley.





PARAMOUNT SURGERY CENTER

Twin Falls, ID

This 9,000 sq.ft. surgery center is Twin Falls' newest privately owned surgery center. Located in a medical park it has 2 operating rooms, 10 pre-op / post-op, and all the amenities required for state-of-the-art medical service with a modern secure atmosphere.





Idaho Falls, ID

Booth Architecture worked to welcome the new location for BSG Attorney office. This is a 2- tenant building that consists of an 8,000+ s.f. space and a 5,000+ s.f. space. It allows for future expansion into either side of the building. We had to meet certain criteria when it came to exterior to fit in with the overall design of the Snake River landing complex. This facility was able to meet time frame and budget and open their doors as planned.

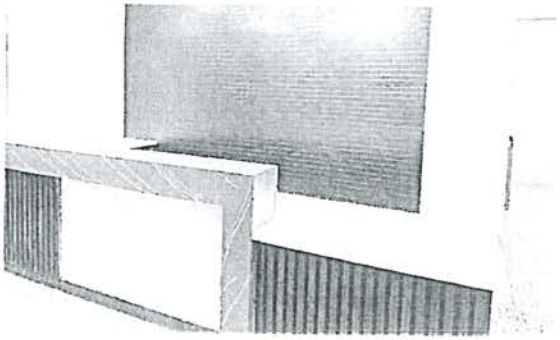




Twin Falls, ID

Located within Twin Falls latest medical park, this 6,200 sq.ft. Ear, Nose & Throat clinic houses multiple practitioners. It contains 9 treatment rooms, 2 sound booths, 7 offices, as well as retail areas and support facilities.





ATTACHMENT 2
PROPOSAL SCHEDULE

SEALED PROPOSALS DUE: **Friday, December 13, 2024 on or before 10:00 am MST**
This completed Proposal Schedule must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	Booth Architecture PLLC
Mailing Address:	340 E. Clark St., Ste. A, Pocatello ID 83201
Physical Address:	340 E. Clark St., Ste. A, Pocatello ID 83201
Contact Telephone:	1(208)233-4548
Contact E-Mail:	ted@bootharchitecture.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES X NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

__ YES X NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

___ Firm has included as part of their proposal, the required statements of qualification as described herein.
___ Firm has included as part of their proposal, a copy of all required licensure as described herein.
___ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

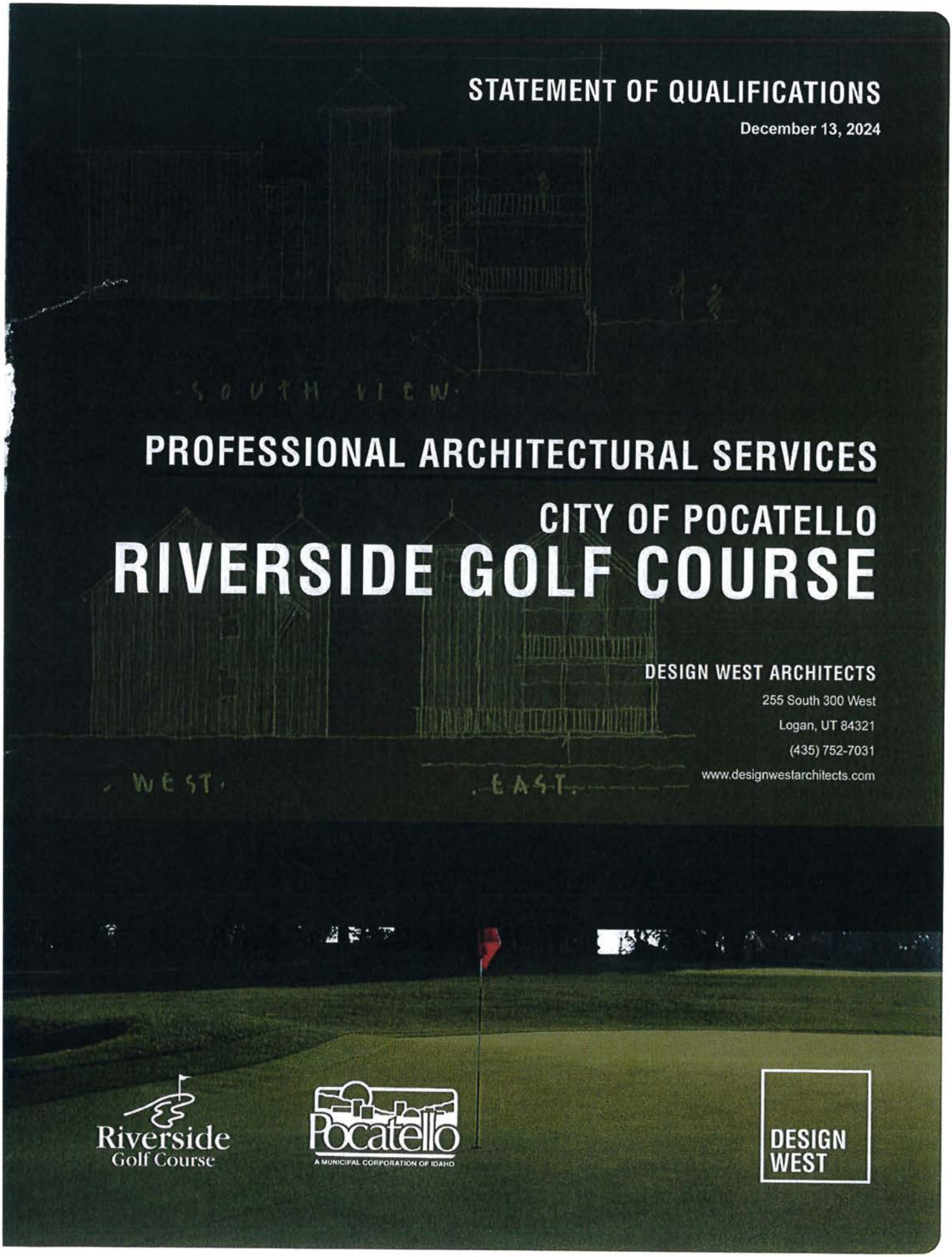
Signature: _____ Date: 12/13/2024

Printed Name: Ted Booth

Title: Owner/Architect

STATEMENT OF QUALIFICATIONS

December 13, 2024



PROFESSIONAL ARCHITECTURAL SERVICES

CITY OF POCATELLO

RIVERSIDE GOLF COURSE

DESIGN WEST ARCHITECTS

255 South 300 West

Logan, UT 84321

(435) 752-7031

www.designwestarchitects.com

Riverside Golf Course

Pocatello
A MUNICIPAL CORPORATION OF IDAHO

DESIGN WEST



UTAH STATE UNIVERSITY OLD MAIN | LOGAN, UT



SINCE 1892

KARL CONRAD SCHAUB
FOUNDER, DESIGN WEST ARCHITECTS
DECEMBER 12, 1869— JANUARY 31, 1959

ADDRESS

255 South 300 West
Logan, UT 84321

YEARS IN BUSINESS

132

CONTACT

Larry Hepworth
larryh@designwestarchitects.com
(435) 764-1562
www.DesignWestArchitects.com

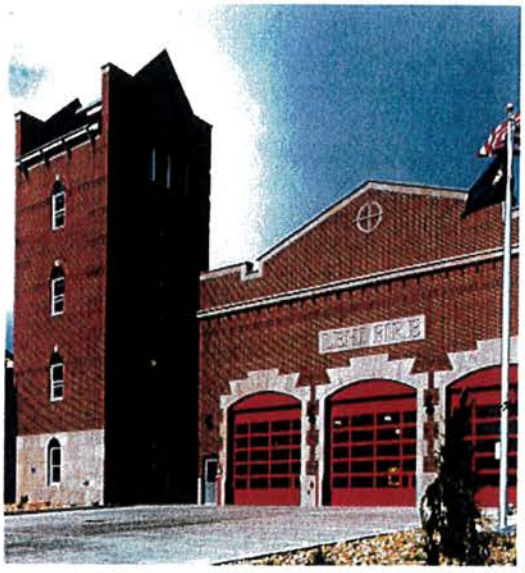
DESIGN WEST



(ABOVE) LOGAN CITY LIBRARY | LOGAN, UT
LEHI FIRE STATION | LEHI, UT (BELOW)

FIRM DESCRIPTION

Design West is a Utah-based architectural firm serving clients throughout the United States. We were founded in 1892 by Karl C. Schaub who had been trained as an architect in Europe. His architectural legacies include Romanesque landmarks at Utah State University, the Eccles & Kearns Mansions, and the east entrance of the Salt Lake City Temple.



Design West is ranked 13th-largest architecture firm in Utah, based on revenue. We serve clients in Utah and Idaho, with more than $1B in combined project budgets.

Design West Architects has 41 full-time employees of Architects, Interior Designers, and Landscape Architects and operates from offices in Logan and Salt Lake City, UT.

DESIGN WEST

THINK LEARN BE
MORE
TOGETHER
POCATELLO/CHUBBUCK
SCHOOL DISTRICT 25

11 December 2024

Subject: Letter of Reference for Design West

To whom it may Concern.

I am writing to enthusiastically recommend Kent Craven, Senior Project Manager at Design West, to provide architectural services for the Pocatello Riverside Clubhouse project. I have had the pleasure of working closely with Kent on the Highland High School upgrade project, and I have been consistently impressed with his professionalism, expertise, and dedication to delivering high-quality work.

Kent has demonstrated exceptional project management skills throughout the beginning of our Highland High School project. He has been highly organized, meticulous in his attention to detail, and proactive in addressing potential challenges. His ability to effectively communicate with various stakeholders, including contractors, engineers, and school district officials, has been invaluable in ensuring a smooth project start.

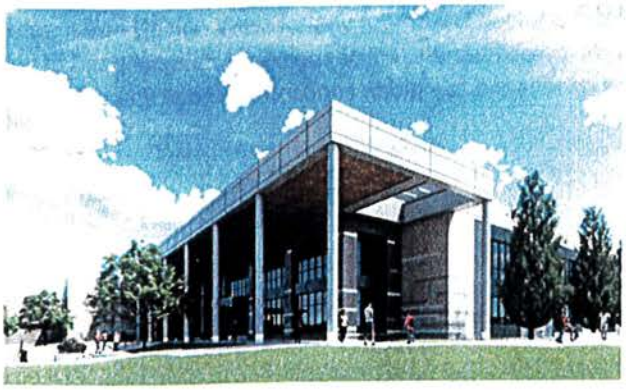
Kent's commitment to timely delivery and his ability to adapt to changing circumstances have been instrumental in keeping the project on track. His thorough approach has resulted in a well-designed and functional facility that will serve the needs of the school community for years to come.

I am confident that Kent's skills and experience would be a valuable asset to the Pocatello Riverside Clubhouse project. I wholeheartedly endorse him and his firm and believe he would make a significant contribution to the success of this endeavor.

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,

Jonathan R. Balls
Director of Business
Pocatello / Chubbuck School District
ballsjo@sd25.us
208-235-3212





Jeremy Craft
Chief
Lehi Fire Station
3870 Traverse Mountain Blvd, Lehi, UT 84043



Britt Clark
Deputy Chief
Weber Fire Station 61
2023 W 1300 N, Farr West, UT
bclark@weberfd.com



Holly Daines
Mayor, Logan City
PO Box 527, Logan, UT 84321
holly.daines@loganutah.org
(435) 716-9185



Lyndsay Peterson
Mayor, North Logan City
2076 North 1200 East
North Logan, UT 84321
(435) 752-1310

DESIGN WEST

RESUME

SUMMARY QUALIFICATIONS

As Principal in Charge, Larry will work closely with you throughout all phases of the projects. He will manage and coordinate with our consultant team to ensure your project goals are clearly understood, defined and represented through all phases of design and delivery. Larry is highly experienced at balancing the needs of the program with the budget and schedule constraints—ensuring that the project is successful by every measure.



LARRY HEPWORTH

AIA, NCARB, A4LE

Principal in Charge

RELEVANT EXPERIENCE

MUNICIPAL

Logan City Library and Community Center - Logan, UT
Cache Valley Transit District - Logan, UT
Hyrum City Department Administration Building
Hyrum City Fire Station Apparatus Bay
North Logan City Community Center
Logan City Offices - Logan, UT
Utah House
Logan City Environmental Center - Logan, UT
Oneida Stake Academy Building Restoration
Utah House - Kaysville, UT
Logan City Environmental Center - Logan, UT

COMMERCIAL

Cache Valley Bank Office Remodel - St. George, UT
Protective Insurance Office - Logan, UT
ABC Construction Office Building - Brigham City, UT
Ireland Bank - Monteplier, ID
Logan Train Depot Restoration - Logan, UT
Whitaker Construction - Brigham City, UT
Bingham Office Building - Logan, UT
Cafe Habenero - Logan, UT

RECREATION

Indoor Soccer Arena - North Logan, UT
Bridgeland Adventure Park Zip Line - Garden City, UT

COLORADO MESA UNIVERSITY

Bunting Residence Hall - Grand Junction, CO
Garfield Phase II Residence Hall - Grand Junction, CO
Garfield Phase III Residence Hall - Grand Junction, CO
Garfield Phase VI Residence Hall A & B - Grand Junction, CO
Master Planning Services - Grand Junction, CO
Maverick Innovation Center - Grand Junction, CO
Orchard Avenue Student Housing - Grand Junction, CO
Parking Garage Remodels & Additions - Grand Junction, CO
Pinion Hall Innovation Center - Grand Junction, CO
Pinion Hall Living Learning Center Renovation - Grand Junction, CO
University Book Store Remodel - Grand Junction, CO
Welcome Center & Admissions Remodel - Grand Junction, CO
Wingate North Residence Hall - Grand Junction, CO

UNIVERSITY OF UTAH

Officer's Circle Rehabilitation - Salt Lake City, UT
University Guest House - Salt Lake City, UT
University Village Student Housing - Salt Lake City, UT

EDUCATION & TRAINING

Master of Architecture
University of Utah

Bachelor of Finance
University of Utah

Vice President & CFO - Design West Architects

Member - Utah Facilities Operation & Maintenance Association (UFOMA)

Member - Association for Learning Environments (A4LE)

Firm Member - US Green Building Council (USGBC)

LICENSES

Licensed Architect
ID: AR-986276
UT: 13443-0301
CO: ARC.00405088
OR: ARI-12460

EXPERIENCE

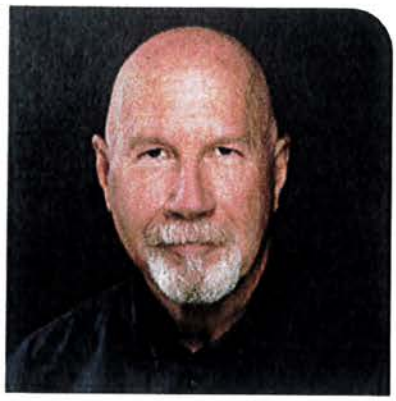
32 years experience

DESIGN WEST

RESUME

SUMMARY QUALIFICATIONS

Kent Craven will bring his passion for golf to this project, with a lifelong understanding of insight and solutions for golf course operations. He will coordinate the efforts of the design team, consultants, City of Pocatello, and the Riverside Golf Course to ensure the project runs smoothly. Kent has designed projects for California State University, numerous tech companies including PIXAR and the international corporations.



KENT CRAVEN

Project Manager

RELEVANT EXPERIENCE

MUNICIPAL

Cache County Fairgrounds Exhibit Hall - Logan, UT
Cache Valley Transit District Cost Estimate - Logan, UT
Hyrum EMS Addition - Logan, UT
Logan City Library Site Feasibility Study - Logan, UT
Logan City Library - Logan, UT
Cache Valley Transit District
Delvalle Clubhouse - Walnut Creek, CA
Son Ravon Pool Community Center - San Ravon, CA
Broadway Parking Garage - Walnut Creek, CA
Vehicle Maintenance Facility - Emery County, CA
Administration Building - South San Fransisco, CA
Employment and Human Services Building - Antioch, CA
Rossmoor Medical Clinic - Walnut Creek, CA
Pearson Park Amphitheater - Anaheim, CA
Fire Station - Tracy, CA

COMMERCIAL/RETAIL

Thermo Fisher Expansion - Logan, UT
Cytiva Addition - Logan, UT
Cytiva / GE Healthcare Addition - Logan, UT
Morenson Dental - Providence, UT
Riverwalk OOZ Building - Logan, UT
ScyTek Office Building - Logan, UT
Bridgerland Adventure Park - Garden City, UT
Epic Sports Soccer Arena - St. George, UT
Apple Valley Resort - St. George, UT
Centeva - Logan Remodel
Building 89 - Air Craft Hanger
Bank of Boston Branch - Avon, CT
Headquarters Building Unigen Corporation - Walnut Creek, CA
Regional Headquarters Building Zeiss Corporation - Dugland, CA
Medical Manufacturing Facility - Fresenius, USA
Human Services Building - Constra Costa County, CA
Corporate Headquarters Building Networks Inc. - Denville, CA
SBSA Administrations Building - South San Fransisco, CA
Double Tree Hotel - Burlingame, CA
Semiconductor Technology inc - Dugland, CA
McDonnell Douglas Corporation - Long beach, CA

COLORADO MESA UNIVERSITY

Wingate North Residence Hall - Grand Junction, CO
Garfield Phase II Residence Hall - Grand Junction, CO
Garfield Phase VII Residence Hall - Grand Junction, CO
Pinon Hall Living Learning Center Renovation - Grand Junction, CO
Bunting Residence Hall - Grand Junction, CO
Orchard Avenue Student Housing - Grand Junction, CO

EDUCATION & TRAINING

Architectural Studies
University of Idaho

EXPERIENCE

40 years experience
24 years with Design West Architects

DESIGN WEST

RESUME

Kurt is a licensed Architect in the State of Idaho. He's also an experienced Interior Designer. He will work closely with the proposed team to meet your aesthetic, budgetary, and durability goals. Kurt is a team player and has worked with this proposed team on many similar projects, communicating with consultants and design staff to ensure your project is both functional and inspiring.



KURT LEIKIS

RA, NCIDQ

Project Architect

EDUCATION & TRAINING

Bachelor of Interior Design
Utah State University

LICENSES

Licensed Architect
Idaho #AR-987047

Certified Commercial Interior Designer
UT #13730757-0401

NUMBER OF YEARS ON LICENSURE

3 Years

EXPERIENCE

14 Years Experience

6 years with Design West Architects

Keni is a licensed landscape architect with extensive experience delivering public and private facilities in the Western United States. She is skilled in design and master planning for school sites including athletic fields, campuses of higher education, stadiums, roadways and parking solutions. Keni has the depth and experience required to solve site and landscape problems, plan for the future, and create high quality, functional, and sustainable landscape solutions.



KENI ALTHOUSE

ASLA, PLA, URPA

Landscape Architect

EDUCATION & TRAINING

Master of Landscape Architecture,
Utah State University
Bachelor of Science
Residential Landscape Design & Construction,
Utah State University

LICENSES

Licensed Landscape Architect
Utah #10274334-5301
Idaho #LA-16842

NUMBER OF YEARS ON LICENSURE

7

EXPERIENCE

12 years experience

6 years with Design West Architects

DESIGN WEST

NORTH LOGAN CIVIC CENTER

This project serves as the anchor for the Logan City. This modern and versatile structure is a testament to the city's commitment to both functionality and aesthetics. The building is thoughtfully designed to be a dynamic hub of activity, efficiently housing the diverse needs of the city's various departments while allowing for future growth as the community expands.

This thoughtfully designed structure not only meets the city's present operational needs but also offers a flexible layout that can accommodate future growth, ensuring that the City Office will remain a valuable asset for the North Logan community for years to come.

PROJECT BUDGET

$10M

LOCATION

North Logan, UT

SIZE

16,000 SF

REFERENCE

Lyndsay Peterson
Mayor, North Logan City
2076 North 1200 East
North Logan, UT 84321
(435) 752-1310





LOGAN CITY LIBRARY

This contract required an on-site replacement of Logan City's aging 30-year existing library. The new library is a vibrant Community Center, featuring 21st century technology, connecting visitors to learning opportunities housed within. In addition to traditional library spaces, the library features community gathering rooms to facilitate a range of activities – from story time to refugee meetings – to meet the needs of all library patrons. The three-story structure sits on historic Main Street in Logan, and provides views from all sides of the surrounding Cache Valley. Outdoor spaces were designed into each level of the facility to provide gathering spaces for patrons and events.

The interior is vibrant, open, and engaging, inviting natural light into the core and establishing long lines of sight within. There are several large rooms on the main level, providing spaces for community gatherings and private events.

The structure was placed on a plaza which compliments the form and function of the Library.

PROJECT BUDGET

$15,633,498

LOCATION

Logan, UT

SIZE

36,340 SF

AWARDS

2024 Most Outstanding Community/ Cultural Project, *UC&D*

REFERENCE

Holly Daines
Mayor, Logan City
PO Box 527
Logan, UT 84321
holly.daines@loganutah.org





DESIGN WEST

LAYTON CITY MAINTENANCE SHOPS

Design West was hired to expand the existing facility. After a critical review of the master plan and it's supporting documents, our team provided a conceptual design, design development, construction cost estimates, and construction supervision for the two phases the project required.

In Phase One our team oversaw the construction of the warehouse building, perimeter fencing with automatic gates on the north side of the property, expansion of the existing compound, and a greenhouse.

Phase two included the construction of the shop building which included space for offices, multipurpose room, storage bays, new soil pile area, sidewalks, curbs, gutters, lighting, and parking areas.





PROJECT BUDGET

$7,923,049

SCHEDULE

Design Award	04/25/2022
Completion	12//01/2024
(In Construction)	

LOCATION

Layton, UT

SIZE

29,100 SF

REFERENCE

Layton City

LEHI FIRE STATION NO.83

The Design West team programmed and designed the Chicago-style fire station for Lehi City. The two-story, design provides efficient use of the natural slope on which it's located.

The award-winning, Station No. 83 provides emergency response for the Traverse Mountain area, including many Class-A mid-rise structures. The three-bay, pull-through configuration of Station 83 allows ample room for up to nine apparatus, including a tiller (TDA).

Utilizing the natural grade, the design team provided extra-high clearance bays and a four-story training and hose tower, which is utilized by multiple city and county agencies.

Station 83 also includes dorms, admin area, a large training room, and support for SCBA, HAZMAT, and other equipment storage and maintenance.

PROJECT BUDGET

$5,292,623	Initial Budget
$5,628,844	Final Cost

LOCATION

Lehi, UT

SIZE

13,500 SF

REFERENCE

Lehi Fire Station
Cheif Jeremy Craft
jcraft@lehi-ut.gov
(385) 321-4004





DESIGN WEST

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

ARCHITECT

LARRY "N" HEPWORTH
2546 NORTH 330 EAST
NORTH LOGAN UT 84341

Russell S. Barron	AR-986276	05/17/2025
Division Admin	Number	Expires

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

ARCHITECT

KURT ANTHONY LEIKIS
107 W 400 N
LOGAN UT 84321

Russell S. Barron	AR-987047	12/10/2025
Division Admin	Number	Expires

Board of Architects and Landscape Architects

KENI ALTHOUSE
Landscape Architect License
LA-16842

Expires: 15-Sep-2025

Russell S. Barron
Russell Barron
Administrator

These licenses are held by the proposed team of personnel who will service the Riverside Golf Course clubhouse replacement project. Unlike state contractor licensing, Architectural licensing is held by individuals, not firms. Design West regularly performs work around the country with our personnel who are licensed in respective states.

FAMILIARITY WITH CITY, STATE, AND FEDERAL LAWS & REGULATIONS

We have a long history of work in Southeastern Idaho and will ensure that state and municipal procedures and requirements are followed. The City will be an integral member of the design and construction team from start to finish.

Serving Western Communities

Design West Architects has a 132-year record of performing commercial architecture in communities throughout the West, including past projects in Pocatello, ID.

This project will be serviced by personnel from our Logan office, located less than 90 minutes away.

Design West is currently performing multiple contracts in the Pocatello area, including the Highland High School Replacement.

We anticipate making several onsite visits throughout performance of the contract; and commit to being on site as often as required in the performance of this contract.

DESIGN WEST

Our design philosophy is centered a commitment to collaboration that engages the users in a process of discovery and investigation. User collaboration results in a facility design for use, not publication. Our visioning workshops define the vision, values and needs that guide the design.

We control costs using an established cost model baseline approach. Our project cost model is establish early and revisited by the team on a regular basis to assure the budget and the design remain aligned.

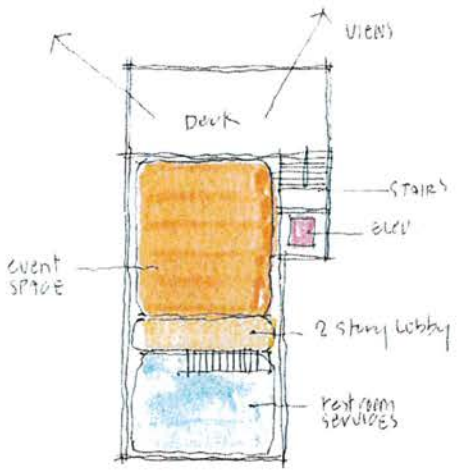
As with our design phase, our construction phase services are founded on collaboration. We establish a partnering relationship with the contractor founded on respect and communication. If the contractor is not successful, we are not successful

Our construction documents are detailed and through, subjected to team independent Q/C reviews at SD, DD, and CD phases. Our documents are historically below the national change order average.

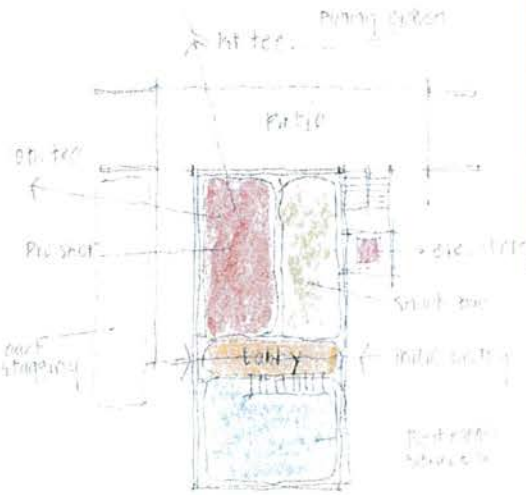
Our project approach has been geared over the last the plus decades to focus on:

Designs that seek best value solutions for stakeholders.

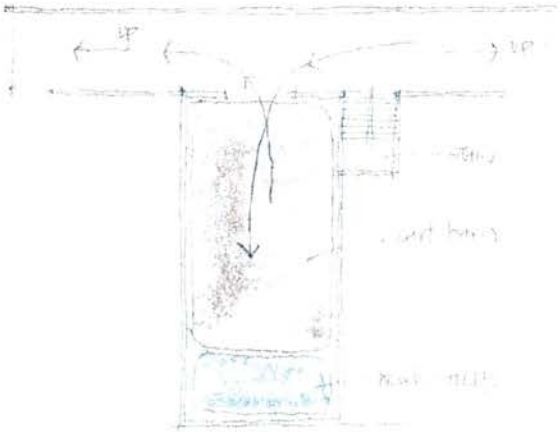
- Designs that are maintainable and durable.
- Designs that are delivered on time and on budget.
- Designs that balance complex systems and budgets with energy conservation.
- Designs that respond creatively to user operational and vision goals.
- Designs that inspire and create community pride.



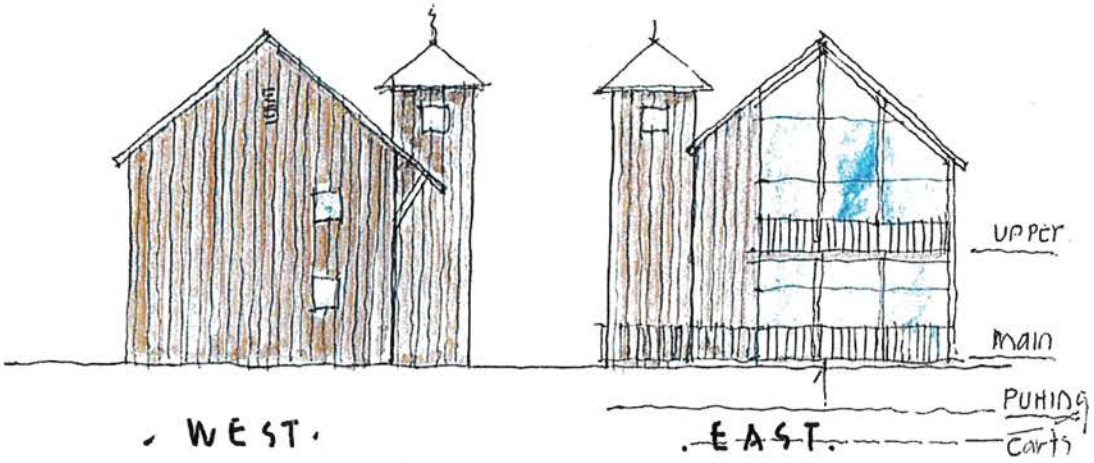
· UPPER FLOOR ·



· MAIN LEVEL ·



· LOWER LEVEL ·

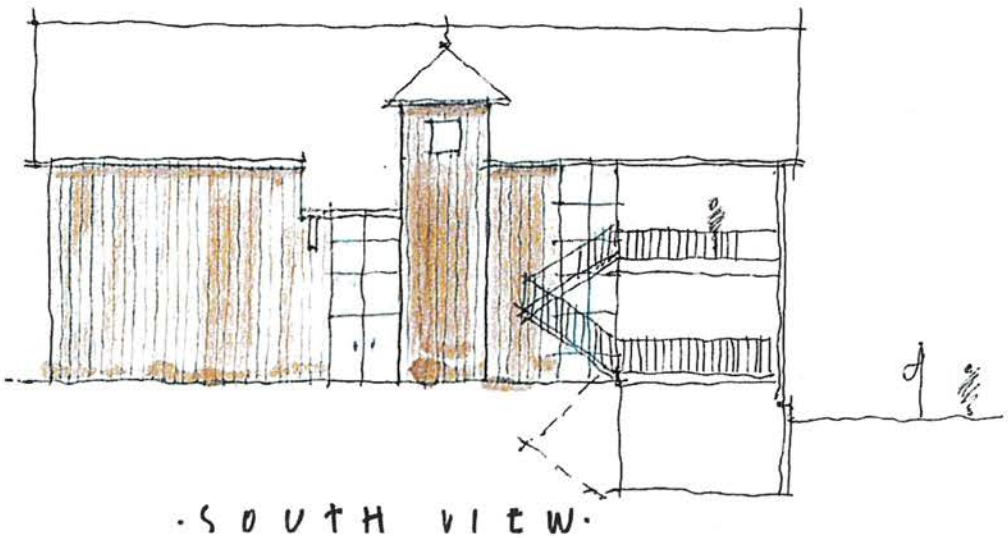


PROJECT APPROACH & DESIGN PHILOSOPHY

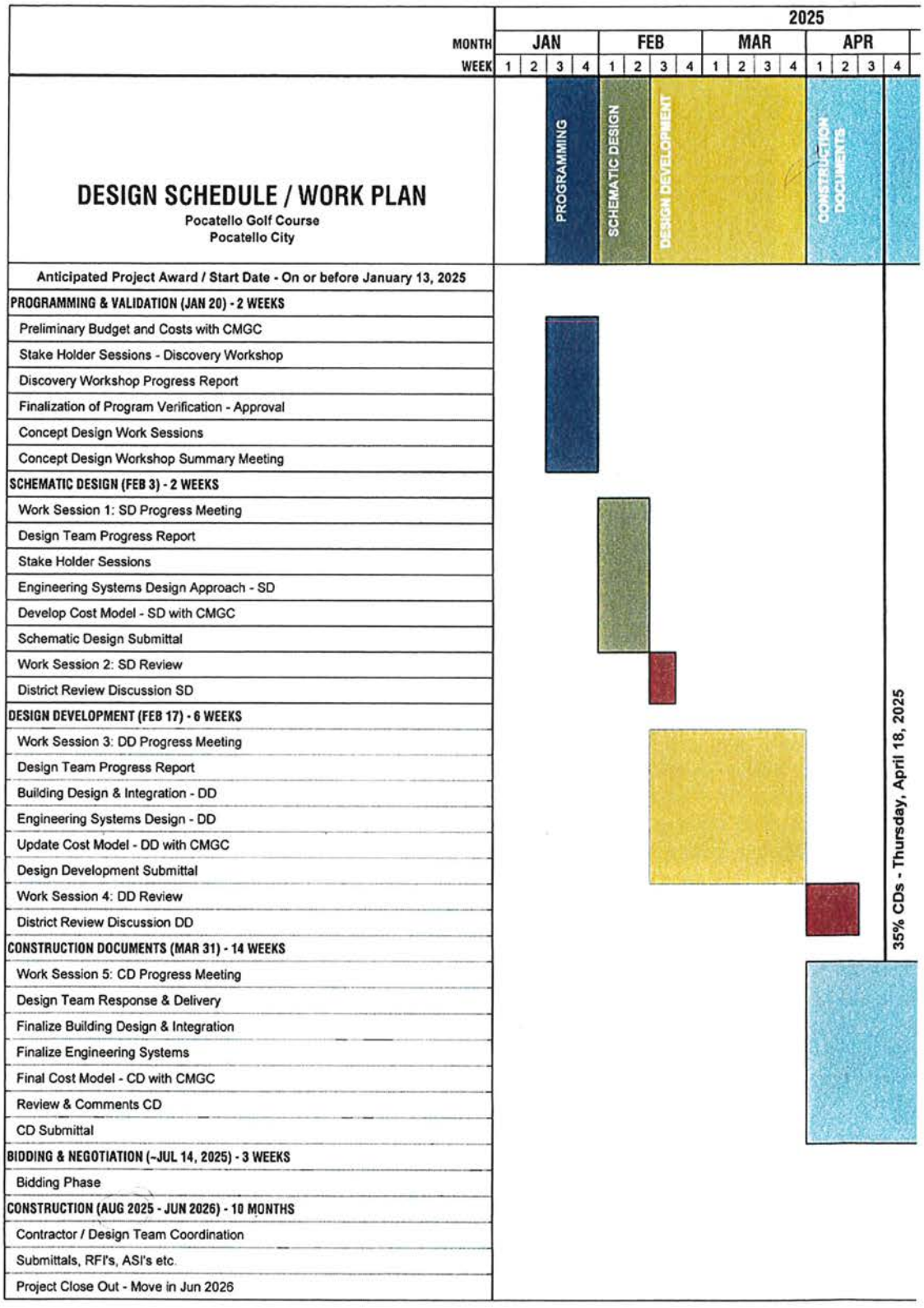
These Study Sketches illustrate our design process, and are conceptual only—based on our limited understanding of your program needs at the Riverside Golf Course. We look forward to working with you on delivering a facility that exceeds your expectations.

Study Sketches will be based on project site visits and will serve as a 'point of departure' in workshop discussions with users to explore the following:

- Leveling the parking lot and raising the main floor level
- Representing the barn legacy established by the existing club house
- Similar footprint size due to a very constrained site
- Underground cart storage to maintain/increase parking. 2,000 SF / 25 carts.
- Discussions on desired program spaces and operational goals
- Integration of clubhouse with a beautiful mature course
- Separation of golf, service and public events



DESIGN WEST

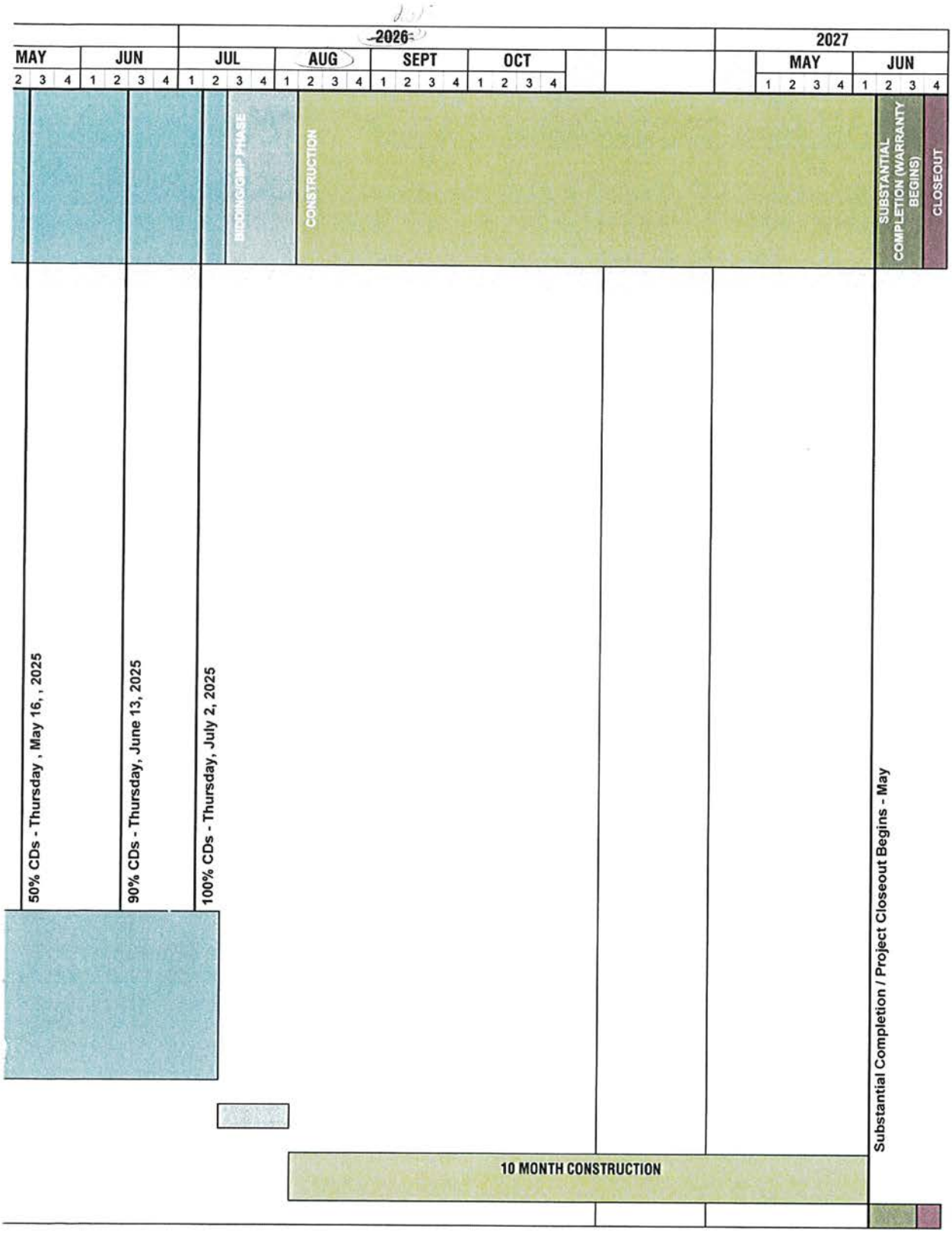


DESIGN SCHEDULE / WORK PLAN

Pocatello Golf Course
Pocatello City

Anticipated Project Award / Start Date - On or before January 13, 2025
PROGRAMMING & VALIDATION (JAN 20) - 2 WEEKS
Preliminary Budget and Costs with CMGC
Stake Holder Sessions - Discovery Workshop
Discovery Workshop Progress Report
Finalization of Program Verification - Approval
Concept Design Work Sessions
Concept Design Workshop Summary Meeting
SCHEMATIC DESIGN (FEB 3) - 2 WEEKS
Work Session 1: SD Progress Meeting
Design Team Progress Report
Stake Holder Sessions
Engineering Systems Design Approach - SD
Develop Cost Model - SD with CMGC
Schematic Design Submittal
Work Session 2: SD Review
District Review Discussion SD
DESIGN DEVELOPMENT (FEB 17) - 6 WEEKS
Work Session 3: DD Progress Meeting
Design Team Progress Report
Building Design & Integration - DD
Engineering Systems Design - DD
Update Cost Model - DD with CMGC
Design Development Submittal
Work Session 4: DD Review
District Review Discussion DD
CONSTRUCTION DOCUMENTS (MAR 31) - 14 WEEKS
Work Session 5: CD Progress Meeting
Design Team Response & Delivery
Finalize Building Design & Integration
Finalize Engineering Systems
Final Cost Model - CD with CMGC
Review & Comments CD
CD Submittal
BIDDING & NEGOTIATION (~JUL 14, 2025) - 3 WEEKS
Bidding Phase
CONSTRUCTION (AUG 2025 - JUN 2026) - 10 MONTHS
Contractor / Design Team Coordination
Submittals, RFI's, ASI's etc.
Project Close Out - Move in Jun 2026

Design West is committed to meeting your project schedule. Our staff availability allows our team to prioritize this project and keep it on schedule. The professionals proposed for this project include highly qualified architects and engineers with many years of relevant experience. The proposed team has been working together for over 10 years.



*** *The schedule above represents a design-bid-build scenario where the contractor is brought into the project only after the design is completed. Because of the tight timelines involved in this project. Design West recommends the City hire a Construction Manager / General Contractor (CM/GC) immediately after the design contract is awarded. A CM/GC delivery method allows the contractor to get involved in the project much earlier. providing valuable pre-construction services such as cost estimates and drawing reviews. Design West will work with the City of Pocatello within any delivery method.*

DESIGN WEST

ATTACHMENT 2
PROPOSAL SCHEDULE

SEALED PROPOSALS DUE: Friday, December 13, 2024 on or before 10:00 am MST
This completed Proposal Schedule must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	Design West Architects
Mailing Address:	255 South 300 West, Logan, UT 84321
Physical Address:	255 South 300 West, Logan, UT 84321
Contact Telephone:	(435) 760-8024
Contact E-Mail:	LarryH@DesignWestArchitects.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES X NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

__ YES X NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

X Firm has included as part of their proposal, the required statements of qualification as described herein.

X Firm has included as part of their proposal, a copy of all required licensure as described herein.

X Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: _____ Date: December 12, 2024

Printed Name: Larry Hepworth, AIA

Title: Principal & CFO

CITY OF POCATELLO
TABULATION OF PROPOSALS

REQUEST FOR QUALIFICATIONS:
PROFESSIONAL ARCHITECTURAL SERVICES FOR RIVERSIDE GOLF COURSE CLUBHOUSE

OPENED AT 911 NORTH 7TH, POCATELLO, IDAHO AT 10:00 AM MST ON FRIDAY, DECEMBER 13, 2024

	Meyers Anderson	Booth	Deign West Architects		
PROPOSAL SUBMITTED AT CORRECT LOCATION BEFORE DEADLINE	Yes	Yes	Yes		
PROPOSAL FORM SIGNED & DATED	Yes	Yes	Yes		
QUALIFICATION PACKET INCLUDED	Yes	Yes	Yes		
PROOF OF LICENSING	Yes	Yes	Yes		
ADDENDUMS INCLUDED & SIGNED	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Booth

RATERS NAME: Butler

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION		1-5 POINTS	3

NOTES: 20 years – Walker, Hudson & Assoc. prior

(3)

- **PAST PERFORMANCE**

REFERENCE LETTER #1	Bannock County	1-5 POINTS	3
REFERENCE LETTER #2	IF Country Club – GOLF RELATED	1-5 POINTS	4
REFERENCE LETTER #3	Bingham Memorial Hospital	1-5 POINTS	3

TOP 2

NOTES:

(7)

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING		1-5 POINTS	5

NOTES: Ted Booth
Kelsey Strassia
subs – may adjust as desired

(5)

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1	IF Country Club Remodel GOLF	1-5 POINTS	5
PROJECT #2	CRC	1-5 POINTS	4
PROJECT #3	Beard St. Clair Law Offices	1-5 POINTS	3
PROJECT #4	Patriot Square	1-5 POINTS	3
PROJECT #5	Pocatello Pain Center	1-5 POINTS	3

TOP 4

NOTES:

(15)

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT		1-5 POINTS	4

(4)

NOTES: attractive but budget reasonable, potential to build elsewhere & keep existing open.

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT		1-5 POINTS	4

NOTES: design winter spring construction, ability to move faster

(4)

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY		1-5 POINTS	1

NOTES: no legal issues, nothing further listed

(1)

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO		0 OR 5 POINTS	5

(5)

NOTES: yes

TOTAL POINTS SCORED		(44)
TOTAL POINTS POSSIBLE	**70**	

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: MYERS ANDERSON

RATERS NAME: BUTLER

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION		1-5 POINTS	3

NOTES: 47 years

- **PAST PERFORMANCE** (3)

REFERENCE LETTER #1	CITY OF CHUBBUCK	1-5 POINTS	3
REFERENCE LETTER #2	JUNIPER HILLS COUNTRY CLUB - GOLF	1-5 POINTS	4
REFERENCE LETTER #3		1-5 POINTS	

TOP 2

NOTES:

- **PROJECT MANAGER AND KEY STAFF** (7)

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING		1-5 POINTS	5

NOTES: Creason - City of Chubbuck
Ledford - Animal Shelter, Lookout Pt.
other stuff listed

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE** (5)

PROJECT #1	CITY OF CHUBBUCK	1-5 POINTS	3
PROJECT #2	JUNIPER HILLS COUNTRY CLUB - #3.1 M	1-5 POINTS	5
PROJECT #3	THUNDERBIRD PARK - 200 EA BUILDING	1-5 POINTS	3
PROJECT #4	ANIMAL SHELTER	1-5 POINTS	3
PROJECT #5		1-5 POINTS	

NOTES:

- also did 15m rec addition but no information

- **PROJECT APPROACH** (14)

OVERALL APPROACH FOR THIS PROJECT		1-5 POINTS	3

NOTES: packet scattered & abit confusing

- **PROPOSED SCHEDULE** (3)

TIMEFRAME FOR PROJECT		1-5 POINTS	3

NOTES: Jan '25 - April '27

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS** (3)

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY		1-5 POINTS	2

NOTES: typos, vague but similar to others (2)

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO		0 OR 5 POINTS	5

NOTES: yes (5)

TOTAL POINTS SCORED	
TOTAL POINTS POSSIBLE	70

(42)

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Design West

RATERS NAME: Butler

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	3

NOTES:
15+ Firm

- **PAST PERFORMANCE** (3)

REFERENCE LETTER #1	SD # 25 HIGHLAND	1-5 POINTS	3
REFERENCE LETTER #2	NORTH LOGAN CITY OFFICES	1-5 POINTS	3
REFERENCE LETTER #3		1-5 POINTS	

TOP 2

NOTES:
2 letters

- **PROJECT MANAGER AND KEY STAFF** (6)

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING		1-5 POINTS	5

NOTES:
Hepworth 32 years landscape architect
Crowen - 24 w/firm idaho architect

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE** (5)

PROJECT #1	Civic Center $10m	1-5 POINTS	3
PROJECT #2	Logan City Library $15.6 m	1-5 POINTS	3
PROJECT #3	Layton City Maintenance Shops $7.9m	1-5 POINTS	3
PROJECT #4	Lehi Fire Station #83 $5.6 m	1-5 POINTS	3
PROJECT #5		1-5 POINTS	

TOP 4

NOTES:
all 3 books different, missing pages

- **PROJECT APPROACH** (12)

OVERALL APPROACH FOR THIS PROJECT		1-5 POINTS	3

NOTES:
* like where they started on design
2000 # basement entrance
typos, pages missing

- **PROPOSED SCHEDULE** (2)

TIMEFRAME FOR PROJECT		1-5 POINTS	2

NOTES:
Calendar typos - confusing

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS** (2)

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY		1-5 POINTS	2

NOTES:
p10

- **LOCALFIRM** (2)

IS THE FIRM BASED IN THE CITY OF POCATELLO		0 OR 5 POINTS	0

NOTES:

TOTAL POINTS SCORED	
TOTAL POINTS POSSIBLE	**70**

(33)

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Booth

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
QUALIFICATIONS PACKET INCLUDED	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION — 1-5 POINTS: 3

NOTES: 20 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1 Bannock Cty	1-5 POINTS	3
REFERENCE LETTER #2 IF County Club 2024	1-5 POINTS	5
REFERENCE LETTER #3 Bingham Memorial	1-5 POINTS	—

NOTES: 3 letters Top 2

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING — 1-5 POINTS: 4

NOTES: Small staff
Offer to sub out engineers
mentions using a landscape architect but no one specific

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 IF Country Club - remodel only	1-5 POINTS	5
PROJECT #2 C.O.P Rec Center	1-5 POINTS	3
PROJECT #3 Beard St. Clair Gaffney	1-5 POINTS	3
PROJECT #4 Patriot Square	1-5 POINTS	3
PROJECT #5	1-5 POINTS	

NOTES: IF Country Club) remodel only — Only grade 4

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT — 1-5 POINTS: 4

NOTES: Good approach- lots of communication/ community involvement

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT — 1-5 POINTS: 5

NOTES: Design done by "early Spring" & ready for construction.

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY — 1-5 POINTS: 0

NOTES: Nothing listed regarding this question

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO — 0 OR 5 POINTS: 5

NOTES: yes

TOTAL POINTS SCORED	43
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: MA Architects

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
QUALIFICATIONS PACKET INCLUDED	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES: 47 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1 Chubbuck City Hall	1-5 POINTS	3
REFERENCE LETTER #2 Juniper Hills Country Club 2023	1-5 POINTS	5
REFERENCE LETTER #3 NA	1-5 POINTS	—

NOTES:

Only 2 Top 2

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	4

NOTES: 15 team members

17

Landscape Architect

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 An. Shelter	1-5 POINTS	3
PROJECT #2 IF 200 Education Center	1-5 POINTS	3
PROJECT #3 Juniper Hills Clubhouse	1-5 POINTS	5
PROJECT #4 Chubbuck City Hall	1-5 POINTS	3
PROJECT #5	1-5 POINTS	

NOTES:

14

Clubhouse was a phased remodel

Only grade 4

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: Good (Basic) approach (typos in packet)

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	2

NOTES: Feb 2025 - April 2027

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY	1-5 POINTS	1

NOTES: NO laws listed specifically but question is mentioned

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	5

11

NOTES: yes

TOTAL POINTS SCORED	42
TOTAL POINTS POSSIBLE	70

4 2

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Design West

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
QUALIFICATIONS PACKET INCLUDED	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION — 1-5 POINTS: 5

NOTES: 132 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1	SD #25 2024	1-5 POINTS	3
REFERENCE LETTER #2	North Logan City 2024	1-5 POINTS	3
REFERENCE LETTER #3	NA	1-5 POINTS	—

NOTES:

City Offices - N. Logan
Highland

only 2

Top 2

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING — 1-5 POINTS: 4

NOTES: lots of exp

'15

Landscape Architect

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1	N. Logan Civic Center	1-5 POINTS	3
PROJECT #2	Logan City Library	1-5 POINTS	3
PROJECT #3	Layton City Maint shops	1-5 POINTS	3
PROJECT #4	Lehi Fire station	1-5 POINTS	3
PROJECT #5		1-5 POINTS	

NOTES:

12

No Clubhouse exp

Only grade 4

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT — 1-5 POINTS: 2

NOTES: Typos throughout booklet, all packets different
Ideas/sketch included

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT — 1-5 POINTS: 2

NOTES: Jan 2025 - May 2027?
Calender typos - written doesn't match calendar (Gantt)

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY — 1-5 POINTS: 1

NOTES: No laws/regs listed but question is mentioned

6

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO — 0 OR 5 POINTS: 0

NOTES: Located in Logan UT.
90 minutes away

TOTAL POINTS SCORED	32
TOTAL POINTS POSSIBLE	70

32

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Brosh Architecture

RATERS NAME: Seanna Simpson

CORRECT SUBMITTAL PROCEDURE

	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

	NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	3

NOTES: 20 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1	Kannock Co. - detailed	1-5 POINTS	5
REFERENCE LETTER #2	I.F. Country Club - Relevant	1-5 POINTS	5
REFERENCE LETTER #3	Bingham Hospital	1-5 POINTS	3

TOP 2

NOTES:

(10)

- **PROJECT MANAGER AND KEY STAFF**

	EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5

NOTES: 3 team members (main)
6 members including engineers

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1	IF Country Club	1-5 POINTS	5
PROJECT #2	Pocatello P&R	1-5 POINTS	4
PROJECT #3	Kannock Youth Event Center	1-5 POINTS	4
PROJECT #4	Beard St Chair Offices	1-5 POINTS	3
PROJECT #5	Patriot Sq - Alliance Title	1-5 POINTS	3

TOP 4

NOTES:

(16)

- **PROJECT APPROACH**

	OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	5

NOTES: Clear cut, specific

- **PROPOSED SCHEDULE**

	TIMEFRAME FOR PROJECT	1-5 POINTS	5

NOTES: Construction : Early spring 2025

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

	DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY	1-5 POINTS	0

NOTES: No call out

- **LOCALFIRM**

	IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	5

NOTES: Pocatello

TOTAL POINTS SCORED	
TOTAL POINTS POSSIBLE	~~70~~ 60

L17

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Myers Anderson

RATERS NAME: Seana Simpson

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES: 47 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1 Chubbuck City Hall	1-5 POINTS	3
REFERENCE LETTER #2 Juniper Hills Country Club (183 rm)	1-5 POINTS	5
REFERENCE LETTER #3	1-5 POINTS	0

TOP 2

NOTES:

(8)

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	4

NOTES: 15 Team Members

5 specific personnel

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 Idaho Falls 700 (100,000 sq ft)	1-5 POINTS	3
PROJECT #2 Juniper Hills Country Club (Pocatello)	1-5 POINTS	5
PROJECT #3 Chubbuck City Hall	1-5 POINTS	3
PROJECT #4 Pocatello Animal Shelter	1-5 POINTS	3
PROJECT #5	1-5 POINTS	

TOP 4

NOTES:

ISU Alumni & visitor center
Juniper Hills
ISU Rec Center Barracks Boise, Id.

(14)

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: lengthy, not City specific
Boiler-plate language

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	3

NOTES: Construction - April 2026

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY	1-5 POINTS	2

NOTES: No Specifics

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	5

NOTES: Pocatello

TOTAL POINTS SCORED	43
TOTAL POINTS POSSIBLE	70

66

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Design West

RATERS NAME: Sierra Simpson

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
QUALIFICATIONS PACKET INCLUDED	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	5

NOTES: 132

- **PAST PERFORMANCE**

REFERENCE LETTER #1 SD35 (2024) HILIS.	1-5 POINTS	4
REFERENCE LETTER #2 N. Logan City (2024) Offices	1-5 POINTS	3
REFERENCE LETTER #3	1-5 POINTS	0

TOP 2

NOTES:

(7)

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5

NOTES: 41 Full Time Employees

11 dedicated staff members. 32, 40, 11, 12 years experience.

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 N Logan Civic Center	1-5 POINTS	3
PROJECT #2 Logan Library	1-5 POINTS	3
PROJECT #3 Layton Maintenance Shops	1-5 POINTS	3
PROJECT #4 Lehi Fire Station	1-5 POINTS	3
PROJECT #5	1-5 POINTS	0

TOP 4

NOTES:

relevancy?

(12)

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: Custom for Clubhouse

All porches different, missing pages, typos throughout

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	1

NOTES: Typos, incorrect year labelled? confusing.

- **FAMILIARITY WITH CITY, STATE, FEDERAL LAWS & REGULATIONS**

DESCRIBE LAWS/REGS THAT MAY BE APPLICABLE & PLAN TO COMPLY	1-5 POINTS	2

NOTES: Currently working in Pocatello.
no specifics mentioned

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	0

NOTES: Logan Office

TOTAL POINTS SCORED	35
TOTAL POINTS POSSIBLE	~~70~~ 60

CITY OF POCATELLO

Water Department

#18

MEMO

TO: Mayor Blad and Members of City Council

FROM: Justin Armstrong, Water Department Superintendent

DATE: January 7, 2025

SUBJECT: Recommendation for Piggyback Lease:
(1) 2024 CAT CB4.0 Utility Compactor

It is my recommendation that the City of Pocatello Water Department piggyback the competitively bid Sourcewell Contract #020223-CAT with Western States Caterpillar for the 5-year lease of one (1) 2024 Caterpillar CB4.0 Utility Compactor with a value of $74,658.19, consisting of five (5) annual payments of ~$8,464.12, with a buyout option of $35,000. The Water Department would also be returning a previously leased roller as part of this procurement. This amount has been budgeted for in the FY25 Water Department budget.

The agreement and loan paperwork from Western States Caterpillar honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

1889 N. Arthur Ave
Pocatello, ID 83201

Office: (208) 234-6182
www.pocatello.gov

#18

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 16, 2025

Re: Cooperative Purchasing on Sourcewell Contract #020223-CAT

I have reviewed the above referenced Sourcewell Contract and quote with Western States Caterpillar for the five-year lease of one (1) 2024 Caterpillar CB4.0 Utility Compactor, and have no legal concerns with the Council approving the cooperative purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to execute any documents associated with this procurement.

WD Roller

SALES AGREEMENT

AGREEMENT: Q000386332-10
AGREEMENT DATE: 12/12/2024
AGREEMENT EXPIRES: 11/3/2024
WAREHOUSE: Pocatello Machine Sales
CUSTOMER NO.: 6963220
CUSTOMER PO:
SALESMAN: Jim E Betty

Jim.Betty@wseco.com

WESTERN STATES CAT

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.232.2640

SOLD TO:
City Of Pocatello
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

SHIP TO:
Office
Attn: Water Dept
PO Box 4169
Pocatello, ID 83205-4169

ITEM DESCRIPTION	PRICE
2024 Caterpillar CB4.0 Utility Compactor S/N: 64900903 SMU: 3 hrs ID:E0145925	$74,658.19
• New Warranty - 60 mo 500 hrs - PREMIERMS New Warranty5 year / 500 hour GFSW	
• Governmental Buyback - Governmental Buyback5 year / 500 hour $35,000	
TRADE	
2019 Caterpillar CB34B S/N: XB400883 SMU: 0 hrs	($30,000.00)
Payoff to summit $20,000.00	

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes

Before Tax Balance	$44,658.19
Sales Tax	$0.00
Trade Payoff	$20,000.00
Downpayment	$0.00
Net Due	**$64,658.19**

Western States Equipment

Order Received by _____

Title Salesman Date _____

City Of Pocatello

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: *All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.*
Warranty: *By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.*

EQUIPMENT DETAILS

CB4.0 CB4.0
3642279 SUPPORT, SLIDING FOR SEAT
4539461 TRAVEL CONTROL, CUP HOLDER
5653708 SWITCH, BATTERY DISCONNECT
5698093 GUARDS, BUMPER
5746030 INSTRUCTIONS, ANSI
5754457 LIGHT, BEACON
6024197 PRODUCT LINK, CELLULAR PL243
5426995 SEAT BELT, 3"
0P9003 LANE 3 ORDER
0F5109 CERTIFICATE OF ORIGIN
5620800 CB4.0 03A UTILITY COMPACTOR
3676593 PUMP, PROPEL, STANDARD
5620851 DRUM SCRAPER, FOLDING
5685154 LIGHTS, WORKING, LED
5735962 SEAT, WITH SAFETY SWITCH
5746039 OIL, HYD, STANDARD
5768242 ROPS, FOLDABLE, LOCKABLE
6111364 ENGINE, CAT C1.7T
4218926 SERIALIZED TECHNICAL MEDIA KIT
0G0044 ROLL ON-ROLL OFF

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title: Salesman
Date:_____	Date:_____

WESTERN STATES CAT

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Pocatello			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 500 hrs & PREMIERMS New Warranty 5 year / 500 hour GFSW				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
CB4.0	CB4.0 Utility Compactor	3	64900903	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.
Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is ó months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders , mini hydraulic excavators, skid steer loaders , multi terrain loaders , and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. I0) Costs associated with travel time and mileage required for on-site repairs.
EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.
Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.
Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. I0) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. I1) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.
Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.
Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:
Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)
The machine availability will be evaluated at I2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner $25.00 per hour for the
hours necessary to "enhance" availability to the 95%level.
Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.
Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.
Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended
Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: I) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: I) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a $50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a $50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OFTHE MACHINE SERVICE CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228

CATERPILLAR®

Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record — Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	CB4.0	64900903	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Pocatello

Dirección postal completa Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos

☐ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☐ 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

CATERPILLAR

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html .

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document").The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company Name (print) : _____

Company Representative (print) : _____

Signature : _____

Date : _____

Company UCID : _____

Company Representative CWS ID : _____

Main Store Dealer Code : _____

Dealer Representative Name : _____

Dealer Representative CWS ID : _____

Governmental Buyback

WESTERN STATES CAT

Dear City Of Pocatello,

Thursday, December 12, 2024

Reference Agreement: Q000386332-10

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
CB4.0	64900903	Governmental Buyback 5 year / 500 hour $35,000

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Pocatello.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

_____

Vice President, Finance

_____

Authroized Signature

_____

Used Equipment Manager

Digital Offerings

WESTERN STATES CAT

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

Simpson, Searra

From: Jim Betty <Jim.Betty@wseco.com>
Sent: Wednesday, December 18, 2024 4:25 PM
To: Simpson, Searra
Subject: FW: CB 4.0

From: Jim Betty <Jim.Betty@wseco.com>
Sent: Wednesday, December 18, 2024 4:24 PM
To: Jim Betty <Jim.Betty@wseco.com>
Subject: CB 4.0

Quote Type:

Lease Installment Lease

Finance Amount: $64,658.17
Interest Rate: 5.49%
Term (Months): 60
Residual %:
Residual Amount: S35,000

Calculate | Reset

Monthly
Quarterly
Seminannual
Annual

Payment Estimate: **S8,464.12**
Annual

Save

Sourcewell

Caterpillar Inc.

Medium-duty construction equipment

#020223-CAT

Maturity Date: 4/17/2027

Website: cat.com/coop-purchasing

Products & Services

Products & Services

Sourcewell contract 020223-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe & wheel loaders
- Skid steer, multi-terrain, & compact track loaders
- Dozer & wheel excavators
- Material handlers
- Landfill equipment
- Articulated trucks & rigid frame trucks
- Wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments

Locate your local dealer or representative

(nongovernment site)

CITY OF POCATELLO

Sanitation Services Department

#19

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Contract Award: Construction Management Services for Recycling Facility Partial Remodel

On November 19, 2024, submittals were publically opened in response to the City of Pocatello Sanitation Services Request for Qualifications for Construction Management Services to oversee the partial remodel at the recycling facility located at 3034 Garrett Way. Three (3) firms submitted their qualifications as part of this solicitation and those packets were scored using a fair and consistent point system. Construction Services, Inc. was the highest, scoring responsive firm.

Therefore, it is my recommendation that Council award the contract for Construction Management Services to Construction Services, Inc at 4.5% of the Guaranteed Maximum Price (GMP) of the project.

Funds for this contract have been budgeted for in the FY25 Sanitation Services budget. The contract documents are attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

#19

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney BT

DATE: January 24, 2025

RE: Recommendation for Contract Award: Construction Management Services for Recycling Facility Partial Remodel

I have reviewed the recommended contract award to Construction Management Services, Inc. I have no legal concerns awarding the contract to Construction Management Services, Inc, the highest scoring responsive firm, and authorizing the Mayor to sign and execute the necessary paperwork. Please let me know if you have any questions or concerns.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Tenth day of January in the year Two Thousand Twenty Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Pocatello
PO Box 4169
Pocatello, ID 83205

and the Construction Manager:
(Name, legal status, address, and other information)

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

for the following Project:
(Name, location, and detailed description)

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201
Upgrades to existing space used for recycling activities

The Architect:
(Name, legal status, address, and other information)

Booth Architecture
340 E Clark St
Pocatello, ID 83201

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(3B9ADA3D)

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

NA - Owner does not have a program to implement

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Architectural drawings will include the above requested information.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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User Notes:

Six hundred fifty thousand dollars and zero cents ($650,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

NA

.2 Construction commencement date:

NA

.3 Substantial Completion date or dates:

NA

.4 Other milestone dates:

NA

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not Applicable - there is no accelerated or fast track scheduling for this project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable - Information is not available to Construction Manager at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable - no additional project infomration available at this time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Tom Kirkman
Public Works Director
2405 Garrett Way
Pocatello, ID 83201
208-234-6155

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User Notes:

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Not Applicable - Architects consultants no yet identified to the Construction Manger

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

None

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ted Booth
Booth Architecture
340 E Clark St
Pocatello, ID 83201
208- 233-4548

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jared Lusk
Construction Services
718 S 2nd Ave
Pocatello, ID 83201
208-478-6802

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Preconstruction Services are not a part of this project.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Subcontractor procurement is by competitive public bid

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction

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Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Budget preparation and value engineering, if applicable

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria,

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including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

One (1%) percent of GMP

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Preconstruction fees are due and payble in one lump sum.

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

+ 1 % current prime rate plus one percent.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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4.5% of the hard construction costs

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Any changes made to the Construction Manager's fee will be presented in a Change Order to the contract.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages do no apply to this project.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All project cost savings will be returned to the owner via deductive change order.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

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Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

On-site employees are billable to this project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

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§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

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.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate

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all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Material suppliers, bonds, insurances

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

No reduction of retainage will be allowed on this project.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Not Applicable

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's ~~responsibility to correct Work as~~ provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors

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becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No changes required

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

prime + 1 % Prime rate plus one percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No Change

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager fee due based on project percentage complete.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and three million dollars ($ 3,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability	Five million dollars ($5,000,000.00) each accident / five million dollars ($5,000,000.00) aggregate

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 14.5 Other provisions:

None

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

Not Applicable

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Not Applicable

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement is entered into as of the day and year first written above.

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OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Jared Lusk, President *(Printed name and title)*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2025

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

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

PRODUCER	CONTACT NAME: Amber Taylor
Crystal Summit Insurance Services, LLC. 4990 Valenty Rd, Suite D. Chubbuck ID 83202	PHONE (A/C, No, Ext): (208) 228-1234 FAX (A/C, No): (208) 427-2397 E-MAIL ADDRESS: amber.taylor@crystalsummitins.com
INSURED CONSTRUCTION SERVICES, INC. 718 S 2ND AVE POCATELLO ID 83201-6520	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Selective Insurance — 12572 INSURER B: Idaho State Insurance Fund — 36129 INSURER C: Underwriters At Lloyds, London — 32727 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2481303655 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			S 2565850	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2565850	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2565850	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		633441	08/01/2024	08/01/2025	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Contractors Polluction			ANE 1860316.23	09/20/2024	09/20/2025	Professional Liability Contractors Pollution	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

City of Pocatello Recycling Center
PO Box 4169
Pocatello ID 83205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Shelby Hess

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:10 ET on 01/10/2025 under Order No. 4104251791 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Deana Zusk

(Signed)

Office Manager

(Title)

Jan 10, 2025

(Dated)

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CITY OF POCATELLO

TABULATION OF PROPOSALS:
REQUEST FOR QUALIFICATIONS: CONSTRUCTION MANAGEMENT SERVICES

OPENED AT 911 NORTH 7TH, POCATELLO, IDAHO AT 11:00 AM MST ON NOVEMBER 19, 2024

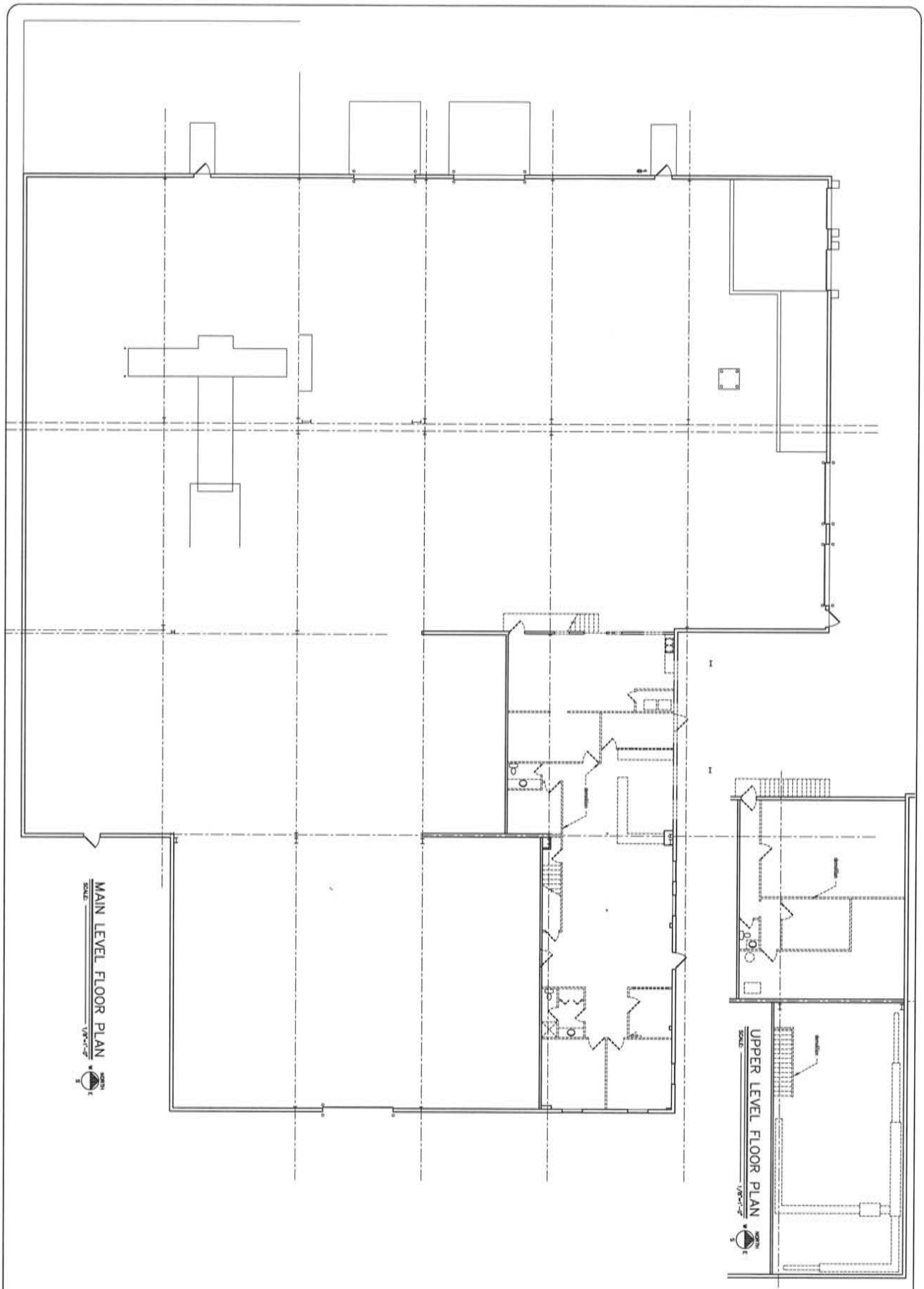
	Constructions Solutions Co	Alpine Construction Management	Construction Services Inc.		
PROPOSAL FORM SIGNED & DATED	Yes	Yes	Yes		
QUALIFICATION PACKET INCLUDED	Yes	Yes	Yes		
ADDENDUMS INCLUDED & SIGNED	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

* Zip drive included

Packets Requested

Request for Qualifications 2024
Construction Management Services
Recycling Facility Partial Remodel

Date	Time	Company/Representative	Method of Request	Method of Packet Delivery
11/15/24	10:15 am MST	Construction Services Inc	Telephone	Email: jared@constructionservicesinc.net 11/15/24 @ 10:20 am MST



Existing Floor Plans

Date: 10-04-2024

Sheet No. A1.1

BOOTH Architecture PLLC

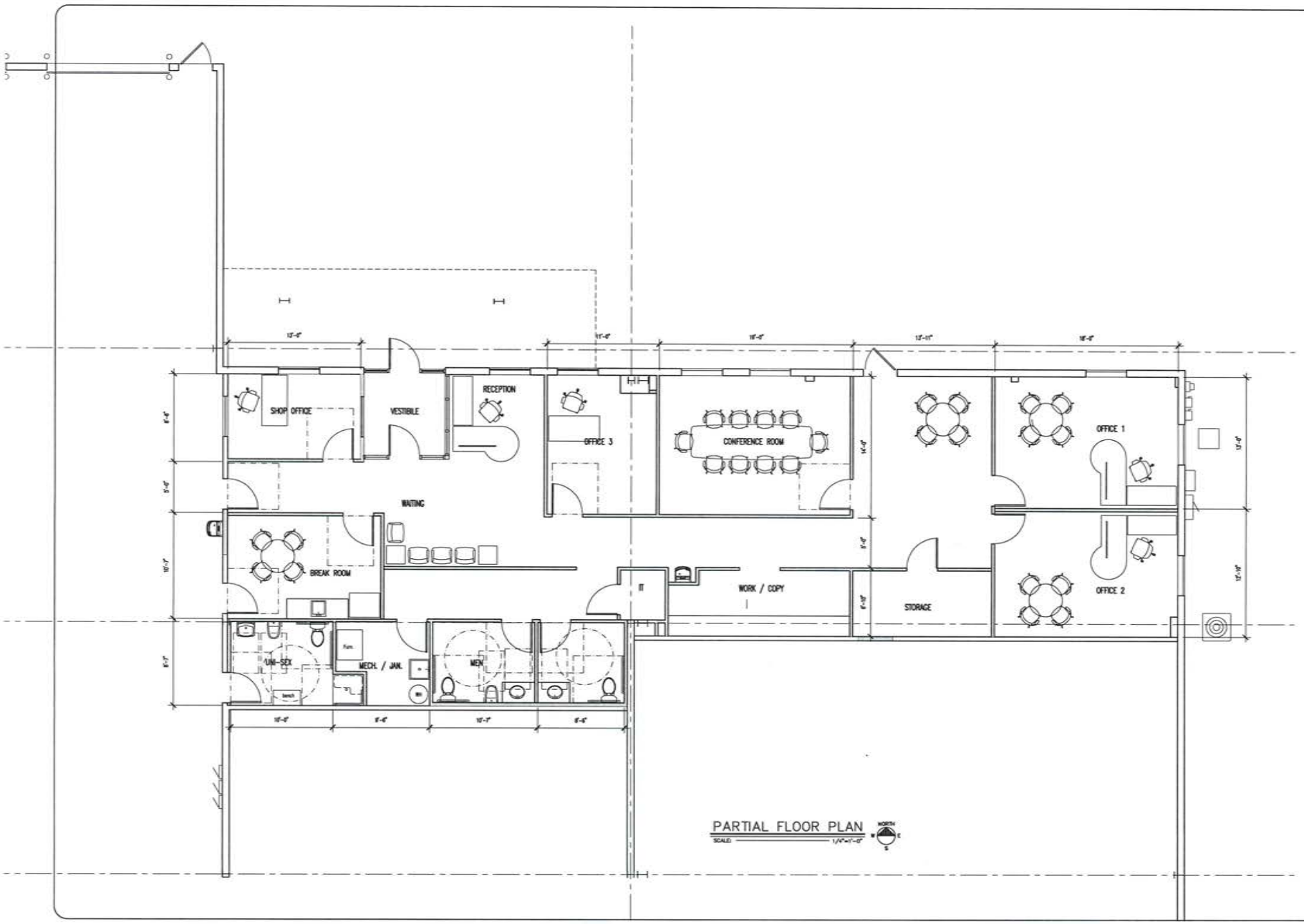
340 East Clark Street Suite A
Pocatello, Idaho 83201
Phone (208) 233-4648
Fax (208) 233-0263
email ted@bootharchitecture.com

Proposed Plans for:

Recycling Remodel
City of Pocatello
3034 Garrett Way
Pocatello, Idaho

DRAWING SCALE
AS INDICATED
ARCH SHEET SIZE

CONTRACTOR



PARTIAL FLOOR PLAN

SCALE: 1/4"=1'-0"

CONTRACTOR

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

Proposed Plans for
Recycling Remodel
City of Pocatello
3031 Garrett Way
Pocatello, Idaho

BOOTH Architecture PLLC
340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4648
Fax (208) 233-0263
email bill@bootharchitecture.com

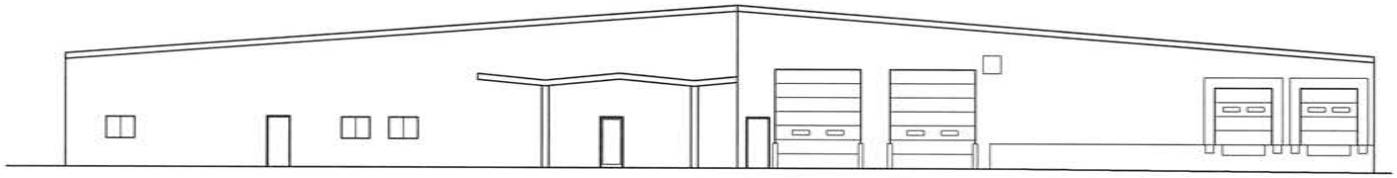
Remodeled Floor Plan

Date: 10-04-2024

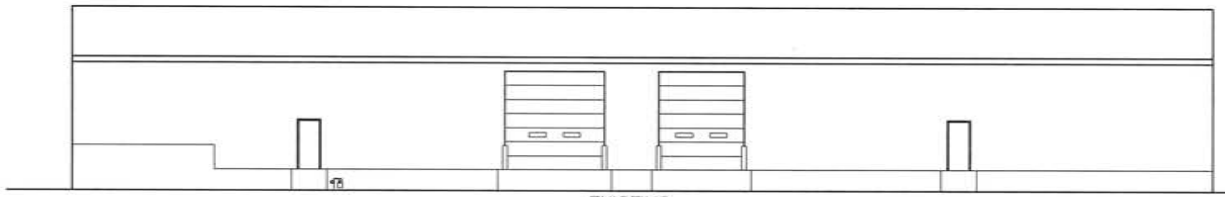
Sheet No. A1.1



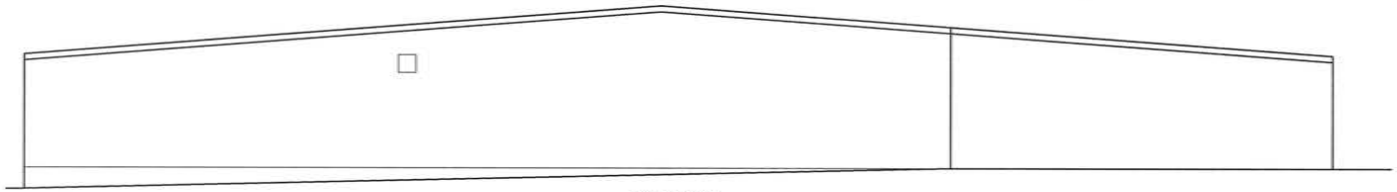
REMODELED
NORTH ELEVATION
SCALE: 1/8"=1'-0"



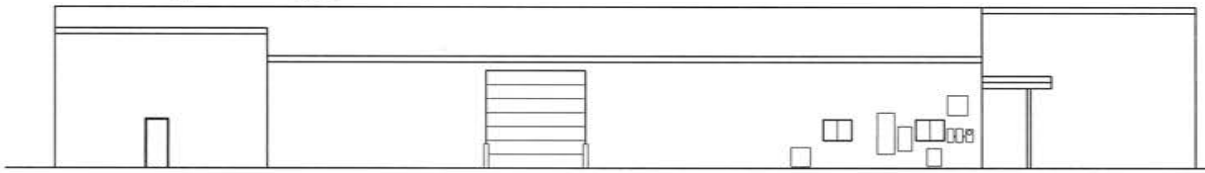
EXISTING
NORTH ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
WEST ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
SOUTH ELEVATION
SCALE: 1/8"=1'-0"



EXISTING
EAST ELEVATION
SCALE: 1/8"=1'-0"

CONSTRUCTION

DRAWING SCALE APPLIES TO 24"x36" SHEET SIZE

Proposed Plans for
Recycling Remodel
City of Pocatello
3034 Garrett Way
Pocatello, Idaho

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4648
Fax (208) 233-0263
email hello@bootharchitecture.com

BOOTH Architecture PLLC

Exterior Elevations

Date
10-04-2024

Sheet No. A2.1



REQUEST FOR QUALIFICATIONS (RFQ)

FOR

CONSTRUCTION MANAGEMENT SERVICES

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I. ADMINISTRATIVE INFORMATION

Title:	Request for Qualifications (RFQ) Construction Management Services
RFQ Contact:	Searra Simpson City of Pocatello 2405 Garrett Way Pocatello, Idaho 83201 ssimpson@pocatello.us Telephone: (208) 234-6155
Submittal Deadline:	Submittals must be **received by** the Pocatello City Clerk at the Municipal Building, 911 North 7th Avenue, Pocatello, Idaho 83201, **on or before 11:00 am MST on Tuesday, November 19, 2024** at which time proposals will be publicly opened. Submittals shall consist of one (1) original and three (3) copies. The proposal must be dated and signed by a duly authorized agent of your Firm. Proposals shall be sealed in an opaque package and clearly marked: **"Construction Management Services Proposal."**
Inquiry Deadline:	**Thursday, November 14, 2024 by 11:00 am MST**

RFQ Schedule:

RFQ Initial Advertisement:	Tuesday, November 5, 2024
RFQ Documentation Available:	Tuesday, November 5, 2024
RFQ Second Advertisement:	Tuesday, November 12, 2024
Inquires Due:	Thursday, November 14, 2024 by 11:00 am MST
Sealed Submittals Due:	Tuesday, November 19, 2024 by 11:00 am MST
Submittal Opening:	Tuesday, November 19, 2024 at 11:00 am MST

II. DESCRIPTION. The City of Pocatello is seeking submittals from firms who are in good standing, and currently licensed as Idaho Public Works Contractors pursuant to Idaho Code 54-4501, et seq., providing their qualifications to perform certain construction manager services as set forth herein.

The City is hereby soliciting submittals from qualified applicants pursuant to *Idaho Code 67-2320, et seq.*, also known as a "Qualification Based Selection" process. This procedure provides for an orderly process of: (1) Solicitation of professional qualifications, (2) Evaluation and ranking of qualifications, (3) Establishment of a ranked list of service providers, and (4) Negotiation of scope of services and fees.

III. PROJECT DETAILS. The City is currently in the design phase of a partial remodel of City-owned real property located at 3034 Garrett Way, Pocatello, Idaho. Preliminary architectural drawings are included as **Attachment 3** herein. This partial remodel includes but shall not be limited to:

PHASE I

A. Demolition of second level office areas;

B. HVAC relocation and redistribution;
C. Interior remodel of approximately 2,700 sq. ft., including, but not limited to offices, restrooms, storage, reception, breakroom, conference rooms, windows, etc;
D. Stub-outs for water and sewer.

PHASE II

A. Running new water line from City hydrant on NW side of building to Phase I stub-out.
B. Running new sewer line from City access to Phase I stub-out.

PHASE III

A. Remodel north-facing front building exterior, including signage, siding, canopy, etc.

IV. **SCOPE OF WORK.** Throughout the project, the Construction Manager shall provide the City with professional construction management services and represent the City's interests in completing the project on time, within budget, and as planned with a minimum of difficulties.

It is anticipated that a modified AIA Document A133-2009 and a modified AIA A201 (collectively the "Contract") will form the basis of agreement for Construction Management Services to be entered into for the project.

The Construction Manager Services shall include, but are not limited to: cost estimating, soliciting of bids and sub-bids, pre-construction services through design of the project in coordination with the City and Booth Architecture, and construction services through project completion.

At the conclusion of the design services, the Construction Manager will propose a guaranteed maximum price for the City of Pocatello's consideration.

V. **SELECTION CRITERIA AND SUBMISSION REQUIREMENTS.** Proposals shall include the following information in the sequence listed below. Responses shall not exceed fifteen (15) pages in total.

1. **Brief Firm Description:** Provide a brief overview of your Firm, including its location(s) and how many consecutive years it has been in operation.

2. **Past Performance:** Submit a maximum of three (3) reference letters from past clients and/or associates describing your performance on relevant or similar contracts. Include any notable achievements, awards, or recognition you may have received for any of your Firm's past relevant performance.

3. **Project Manager and Key Staff:** Provide a list of the key personnel that will be assigned to this project, including their education and training.

4. **Similar Project Experience:** Provide a detailed summary of 3-5 projects of similar scope and size that your Firm has completed for any municipalities within the last five (5) years. Please include the project location(s), budget, timeline, photos, etc.

5. **Project Approach:** Provide a brief description of the overall approach your Firm would take for a project of this size and scope.

6. **Proposed Schedule:** Provide a proposed schedule for the project as it has been described to you herein.

7. **Quality Control Procedures:** Provide a brief description of your Firm's quality control procedures as it would apply to this project.

8. **Proposal Form:** Complete **Attachment 2** in its entirety, including contact information, ability to comply, and signature. ***Do not submit this information on any other form.*** Submitting this information on a form other than the Proposal Form may cause your submittal to be rejected as non-responsive.

9. **Licensing:** Provide a copy of your current, active Idaho Public Works Construction Manager License for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

10. **Amendments:** Proposals shall include a signed copy of any and all issued amendments created in connection with this RFQ, if applicable.

VI. INQUIRIES

Inquiries must be submitted in writing via email to both ssimpson@pocatello.gov and tcaudill@pocatello.gov. Questions must be received no later than **11:00 am MST on Thursday, November 14, 2024.** Written questions must be submitted using **Attachment 1, Inquiries**. Official answers and any amendments in response to written inquiries will be sent via email to all who request an RFQ document.

If an inquiry leads to an amendment of this RFQ, Respondents will be required to acknowledge they have received any and all amendments by signing the amendment(s) and including such amendment(s) with their proposal at time of submittal.

VII. EVALUATION AND AWARD

Firms shall be evaluated and award shall be determined based upon compliance with all requirements listed herein, including qualifications, proposal completeness, proper submittal procedure, and demonstrated ability to perform full scope of work and adhere to contract terms.

Proposals will be scored using a fair and consistent point system, which will be calculated using the same formula for each proposal. The proposal receiving the most points shall be considered the most qualified for the project.

A proposal shall be considered non-responsive if any submittal requirement is not met, proposal is not complete or submitted incorrectly, any selection criteria is omitted, or any required criteria is not met.

VIII. COMPLIANCE. Bids shall comply with *Idaho Code 67-2320, et seq.*

IX. GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1. This solicitation is issued by the City of Pocatello. The RFQ contact listed on page 3 herein is the only contact for this solicitation. All correspondence regarding this RFQ shall be in writing via email. In the event it becomes necessary to revise any part of this RFQ, amendments will be emailed to all Respondents. It is the responsibility of the Respondent to track any updates or amendments. Any oral interpretations or clarifications of this RFQ shall not be relied upon.

2. Any and all costs associated with the preparation and production of a response to this RFQ, or any work performed prior to the execution of a contract for services, are the sole responsibility of the parties responding to this RFQ.

3. All responses and other materials submitted will become the property of the City of Pocatello.

4. **All information contained in the RFQ and acceptable provisions of the selected Firm's proposal may be made part of the final contract.**

5. The final contract will be required to incorporate certain legal clauses as required by Idaho Code, regarding, but not limited to, certain boycotts, non-appropriations, indemnity, and contract publication.

6. Only information which is received in response to this RFQ shall be evaluated. Reference to information previously submitted shall not be evaluated.

7. The City of Pocatello reserves the right to:

   A. Reject any and all offers.
   B. Negotiate final terms and costs of the resulting contract.
   C. Supplement, amend, or otherwise modify the RFQ or cancel this request with or without the substitution of another RFQ.
   D. Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
   E. Disqualify any Respondent on the basis of any real or apparent conflict of interest.

ATTACHMENT 1
INQUIRIES

INQUIRIES DUE: Thursday, November 14, 2024 by 11:00 am MST

The following instructions shall be followed when submitting questions using the question format on this page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question pertains to in the "RFQ Section" field (column 2). If the question is a general question not related to a specific RFQ section, enter "General" in column 2. If the question is in regards to an attachment, enter the attachment identifier (example "Attachment X") in the "RFQ Section" (column 2), and the attachment page number in the "RFQ Page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for City use only.
4. Once completed, this form is to be emailed per the instructions in the RFQ. The email subject line is to state "INQUIRY FOR RFQ*: Construction Management Services."*

	RFQ Section	RFQ Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Contact Telephone: _____

Contact E-Mail: _____

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name: _____

Idaho Public Works Construction Manager License #: _____

License Expiration Date: _____

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: _____

Address: _____

Contact Telephone: _____

Contact E-Mail: _____

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

__ YES __ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES __ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

__ YES __ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

____ Firm has included as part of their proposal, the required statements of qualification as described herein.

____ Firm has included as part of their proposal, a copy of all required licensure as described herein.

____ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

CONSTRUCTION SOLUTIONS COMPANY

2880 E 14th N, Ammon, ID

(208) 514-4441

Pocatello
A MUNICIPAL CORPORATION OF IDAHO

City of Pocatello
2405 Garrett Way
Pocatello, ID 82301

PROPOSAL

www.constructionsolutionsco.com



Prepared for:
Searra Simpson

Date Issued: 11-17-2024

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  - LETTERS OF REFERENCES
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CONSTRUCTION SOLUTIONS COMPANY

RCE-31727
012802-U-3-4-5
CM#008709
2880 E 14th North
Ammon, ID 83401

11-17-2024

Seanra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, ID 83201

RE: RFQ Construction Management Services

Ms. Simpson,

Construction Solutions Company (CSC) is pleased to provide this proposal for services for your upcoming office renovation and associate utility improvements for your Garrett Street property.

CSC has done many projects which have prepared us for this project, and which set us above other companies both large and small. This expresses itself in our experience, our communication, and our technology. Here are a few small examples of some attributes and experiences as Construction Manager/General Contractor we feel separate us from our counterparts on this proposal:

- CSC has provided services including, but not limited to, construction management/general contracting services, entitlement work, design oversight, financial analysis, and even real estate development.
- CSC has completed many multi-phased projects, which include new construction, remodels, and additions. This experience gives us a heads up in understanding all preconstruction and construction phases of this project.
- CSC has similar construction capacity to our competitors, but have integrated technology, processes, and services in place that streamline the planning and construction process for our clients. Our processes allow to deliver national contractor performance while providing the personal touch of a local contracting firm.

CSC holds high standards of adhering to all standards and specifications of City, County, and State within our projects. We commit to work closely with the city with respect to permitting, design, and construction management.

We hope that our investment and integration in technology and processes along with our dedication to unsurpassed customer service gives us the change to work with the City of Pocatello.

Best regards,

Construction Solutions Company

Eric J. Wall
Chief Financial Officer

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	CONSTRUCTION SOLUTIONS COMPANY, LLC
Mailing Address:	2880 E. 14th N., AMMON, ID 83401
Physical Address:	SAME
Contact Telephone:	208-514-4441
Contact E-Mail:	eric@escid.com

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name:	JARED TURNER
Idaho Public Works Construction Manager License #:	012602 - UNLIMITED
License Expiration Date:	9-30-2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name:	THE HARTWELL CORPORATION! ATTN: SPENCER MONK
Address:	1804 SKYLINE DR., IDAHO FALLS, ID 83402
Contact Telephone:	208-522-5656
Contact E-Mail:	spencer@thehartwellcorp.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

__ YES ✓ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__ YES X NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

X YES __ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

✓ Firm has included as part of their proposal, the required statements of qualification as described herein.

✓ Firm has included as part of their proposal, a copy of all required licensure as described herein.

✓ Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: Eric Wall Date: 11/17/2024

Printed Name: Eric Wall

Title: CFO

MERCHANTS
BONDING COMPANY™

11-17-2024

Searra Simpson
City of Pocatello
2405 Garrett Way
Pocatello, ID 83201

RE: Construction Solutions Company Bonding Letter

Ms. Simpson:

We are pleased to write to you concerning our customer, Construction Solutions Company, LLC. We have had the privilege of providing for their surety needs since 2019. Their current bonding limits are $25,000,000 single job with a $30,000,000 aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Construction Solutions Company, LLC enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A VIII" company and is licensed to transact business in all fifty states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although Construction Solutions Company, LLC has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service. Feel free to contact me at 708-935-2101 if you have any questions.

Ssincerely,

Keegan Short
Attorney-in-Fact

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14308
Des Moines, IA 50306-3438

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

[redacted]

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONSTRUCTION MANAGER

008709
License Number

11/08/2010
Original License Issued

This is to certify that

JARED TURNER

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 11/30/2024

Licensee Signature

Russell Barron, Administrator

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

012502 - UNLIMITED - 3, 4, 5
License Number

07/10/2012
Original License Issued

Categories: 03500, 02220, 02520

This is to certify that

CONSTRUCTION SOLUTIONS COMPANY, LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 09/30/2025

Licensee Signature

Russell Barron, Administrator

COMPANY PROFILE

Construction Solutions Company: CSC was founded in 2010 with the intent of providing value added services to the construction industry, hence our middle name: Solutions. CSC is a regional mid-size construction manager/general contractor based out of Ammon, Idaho with a satellite office in Phoenix, Arizona. Currently CSC has 30 employees, including nine project management and administrative professionals in house, six superintendents, and our self-performance division providing concrete, framing, and finish carpentry services to our clients.

CSC's current workload is divided between Idaho and Arizona and accounts for approximately 35 million in revenue.

Real-Estate Development: CSC is actively involved in real estate development. This aspect of our business lends itself to being a better construction manager/general contractor. We take bare ground and formulate a plan for the best use of the property. We coordinate and take care of all due diligence including but not limited to: Alta surveys, geotechnical reports, coordination of environmental reviews, hiring and oversite of architect and engineers, obtaining and managing financing and cashflow, and construction management/general contracting. We do this on our own property and acting as the manager of an investment syndicate. We understand what it is like to sit in the chair as an owner and make critical decisions that have lasting implications.

Philosophy: CSC embraces a strong company culture based on professional development and open communication. From Senior Partners to superintendents, we believe that quality communication and strong relationships are the bottleneck of a construction company. Our team engages in quarterly operations meetings and yearly retreats to improve our processes, enhance the client experience, and promote teamwork.

Our philosophy of service centers around the concept that a significant amount of our business is both repeat and negotiated, so we work to build relationships inside our company, as well as with all those we have the opportunity to work with.

We find success in acting as a fiduciary for the owners and make sure that they are receiving the project they want. We respect and manage around their financial constraints. We believe in quality before, during, at completion, and in servicing the client after a project.

Experience: In the past 13 years we have provided services ranging from entitlement work and design oversight to financial analysis. We have managed the construction of large warehouses, medical facilities, restaurants, laboratories, and repair shops. We have managed multi-site programs for McDonald's, Pizza-Hut, Wendy's, Dutch Bros, East Idaho Credit Union, and more.

In addition to multi-phased construction management services, CSC has managed development and construction for clients like DL Evans Bank and schools like Alturas Academy. We have done preconstruction in many phases, most recently for a large food distribution company in a remodel and addition to their distribution facility. We have also recently done classroom remodels for Idaho State University in a phased approach.

We have been both owner and construction manager/general contractor, so we understand the entire process, as well as the importance of being on time and on budget in all phases of this project. We know the importance of communication and teamwork, which is what drives us and distinguishes us from our competitors. These distinctions have earned us the 2018 ENR Top Contractor award (certificate included in references).



CSC's financial stability is solid, as we are required to have a certain amount of liquid assets in place to maintain a bonding program sufficient to take on projects of this magnitude. **CSC has never been insolvent, filed for bankruptcy, or failed to perform on a payment and performance bond.**

PROJECT APPROACH

OVERVIEW

Construction Solutions Company has worked with public entities including, Idaho State University, State Hospital South, and the city of Ammon, Idaho to name a few. We are familiar with public works projects and understand the need to follow protocols and stay within budgets.

CSC has worked with a vast majority of the design professionals in Eastern Idaho, both as a construction manager, owner and traditional design-bid build contractor. Our communication model and formatted meeting schedules allow for seamless collaboration in the design, budgeting and planning process.

We understand the scope of this project to include both preconstruction and construction services and will work to finalize it with the designer and city of City of Pocatello as we proceed. During preconstruction, we will offer support to the owner and designer in schematic design, design development, and material procurement to align with budget and schedule. We will provide preliminary and final budgets and schedules in accordance with the city of City of Pocatello's needs. We will offer value engineering and do constructability reviews throughout the design process. We will collaborate to fulfill needs for all construction documentation, as well as needed permits to begin construction at the desired time.

When the designs are completed, we will work to cover all aspects of the project scope. We will acquire trained and experienced professionals through many avenues to assure the most cost-effective and efficient results. When acquired, we will guide all expectations for said professionals including, but not limited to, safety, scope, quality, and schedule.

When construction begins, we will establish and maintain good communication lines with those involved in the project, as well as continue to meet often with the owner and designer to make sure alignment of procedures, schedule, and budget are being satisfied. We will assure that the construction of the Maintenance Facility is done in accordance with all local regulations and manage all submittals, daily logs, budgets and schedules and all other aspects of construction. We will see the project through to the end and offer warranty services through the first year after completion.

PRECONSTRUCTION

The preconstruction phase of this project is a crucial one because it will set the tone for how things will go. When done correctly, preconstruction can guarantee the success of a project. Within preconstruction, we support the designer and owner in setting the budget, the schedule, and clear expectations for all individuals involved.

We understand how crucial it will be to give full attention to all preconstruction phases so we can guarantee the city of City of Pocatello their desired outcome. During this process, we will hold weekly meetings to assure timely completion of the preconstruction phase, making sure everyone is on the same page and that roles are clearly defined.

From the start of analyzing building systems during Schematic design, we begin and then continue our checks and balances system to make sure no aspect goes unchecked or uncommunicated. Here are the services we will provide during preconstruction:

DESIGN MEETINGS

During design, CSC participates in design meetings with both the architect and the owner. At the start of these meetings, **we listen**. Once we fully understand the desires of the owner, we can be a supporting role to the designer in making sure these desires are met.

CONSTRUCTIBILITY INPUT

The success is in the details. Once the designer begins to put things on paper, we look at how that drawing will come to life. As a support to the designer, at many stages throughout the design, we give input on specific scopes of work, making sure details are clear for those who will be performing the work. By doing this, we can catch any issues or questions that might arise during the bidding and construction phases, so that the project can move along flawlessly and efficiently.

MATERIAL INPUT

As the design comes along, CSC will check on procurement time and price of products. As we get these details, we will offer any suggestions of lower-price options or talk about longer lead times that need to be addressed. This will allow the designer and owner to make informed decisions that can allow for a more cost-effective choice, or the procurement of items sooner.

VALUE ENGINEERING

From the moment design begins, our steps to offer value engineering begins. We take as many opportunities as possible to check pricing of products and services. As we work through preliminary budgets and schedules, we feel that instead of listing product manufacturers, listing product performance attributes is more efficient. This allows the vendor to provide multiple options during the budgeting phase which allows us to narrow the cost spectrum, becoming extremely valuable for certain items. If we can identify a look and performance attribute and find a product that achieves those goals at a price-sensitive to your budget, then that will be the direction we will suggest.

QUALITY CONTROL

As the design process continues, our project manager and estimator will check drawings often. During these checks, they look in depth at both constructability and product, making sure that scopes from both aspects of design and construction flow together to save time and money. Having these and all other construction documents checked frequently, can address issues that will increase quality throughout the preconstruction phase and into the construction phase.

We have found that frequent feedback given to the owner and designer creates a team that gets things done in the most efficient manner and allows for timely decisions so that the construction process can move along flawlessly.

PRELIMINARY SCHEDULE

Within this predesign phase, we create a preliminary schedule that can continue to be fine-tuned as the designs get closer to being done. As we work through the schedule, we need to consider what materials we are selecting and what impact(s) those materials have on our overall schedule. During the preconstruction phase, CSC will reach out to many of the vendors in key portions of the project to get marketplace feedback so that our schedule is representative of current economic conditions

PRELIMINARY BUDGETS

During the design phase, we put together preliminary budgets that are primarily based on square footage and what we know will be going into the project based on the owner's vision, design features, and due diligence, such as needed testing. Some of these will be known costs and planned for accordingly, but much of it will be able to be refined as the design progresses. Throughout this time, we continually to check on product pricing and will continue refining the budget to be sure that the owner is satisfied with the final result.

BIDDING

After Preliminary Value Engineering is complete and a finalized set of construction documents is ready for bid, CSC, in conjunction with the design team, will hold an onsite Prebid meeting stressing the critical items that impact quality and schedule. After questions have been addressed in the addenda and bids have been submitted, we will review the responsiveness of the subcontractors with the team and then allow the low responsive bidders to provide their value engineering options which we can review before awarding them contracts. Our key objectives in the bidding process are as follows:

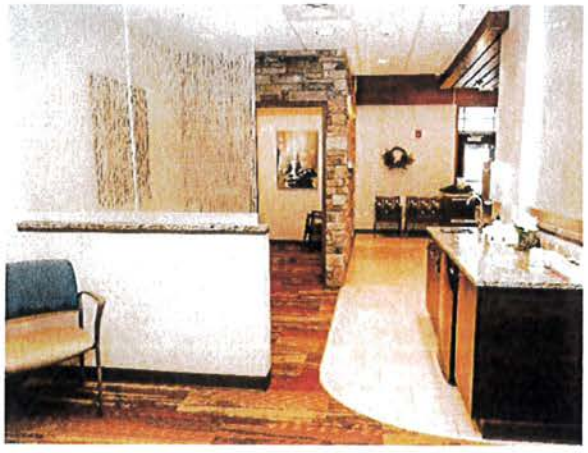
- Total project pricing is within the project budget.
- Selection of alternates as identified in the bidding process and through VE meet the intent.
- Low Responsive Subcontractors have the training, experience, and appropriate certification, as well as can work within the defined schedule to complete the work.

SUBCONTRACTOR SELECTION

Once we receive all subcontractor bids, we look at the following:

- Subcontractor ability and experience.
- Completeness of the bids given making sure every aspect of the project is covered and making any clarifications necessary.
- We check that their bids are within the bounds of the budget.
- Their schedule fits with the project schedule.

After all options have been weighed, we reach out to all low, responsive bidders, finalize who will be doing the work for the project, and then get immediate feedback on material lead times to produce a final schedule and take any action necessary to procure items.



CONSTRUCTION

The construction phase is where the magic happens. This is when we get to see the vision of the project come to life. In this process we hold weekly meetings to ensure effective communication, timely decisions, and the upholding of both schedule and budgets. Here is a breakdown of what the construction process looks like with Construction Solutions Company:

PROJECT START-UP MEETING

At the start of construction, CSC gathers everyone together to get on the same page and ready for a successful project. We make sure the operations manager, project manager, superintendent, subcontractors, and all other invested parties understand the scope of their work, the responsibilities they have, and the schedule in place. We also take this time to go over all safety protocols and expectations.

We find that this meeting ensures a smooth transition from one phase of construction to the next and gets everyone ready for action as soon as possible.

OACs

These meetings occur every other week to keep communication between the owner, architect, and contractor throughout the project. It allows the owner to ask questions, give direction, or work through any needed changes desired as construction continues. It also allows the contractor to give updates on what is happening at the site and receive any further clarifications from the owner or designer as they may arise. By keeping this communication line open, it ensures project success.

JPMs

The first of these se meetings occur every other week to gather the superintendent, project manager, operations manager, and subcontractors to address the progress of the project. It reviews quality, schedule, responsibility, safety, expectations of work, and clearly defines sequencing for each scope.

TWO-WEEK LOOK AHEAD AND SCHEDULE UPDATES

At the end of each week, each team member receives a two-week look ahead and schedule update. This keeps everyone apprised of activities and makes sure that the schedule is being followed.

SUBMITTALS & SHOP DRAWINGS

The submittal process is when we receive the information for what products and pieces of the project need be accounted for. We scrutinize these submittals and shop drawings to make sure that everything is covered and correct. During the construction, expediting the submittal process and receiving order confirmations from all sub-tier contractors will be crucial to mitigating cost escalations.

MINIMIZED DISRUPTIONS

Our team works effortlessly on the jobsite to minimize disruptions. We have lots of experience making sure that customers/clients are both safe and comfortable in the surrounding project areas. We coordinate any disruptive phases to be done during times that are most agreeable to the owner. We keep communication lines open to the owner and the subcontractors, so everyone understands what is expected for as little disruption as possible.

ONBOARDING MEETINGS

Onboarding meetings are between the superintendent and each subcontractor individually. At times information is lost between a subcontractor's office and their field staff so before a subcontractor commences work, our superintendent reviews their contract with the field staff, expectations for quality, schedule, adequate labor forces, and impacts on them for non-performance. Once they have a full understanding of their role, they are walked onto the jobsite and their part can begin.

WALKING QUALITY DAILY

Each day, the superintendent walks the job to check quality and procedures of the work being done. They look in details to see that jobs are being completed appropriately. This allows them to find things that can be fixed quickly, avoiding timely or costly mistakes.

DAILY LOGS

CSC believes that daily logs distributed to each team member (owner, design team, CSC internally, and subcontractors) allow everyone to be informed, issues that arise to be mitigated, and participants to be held accountable. These forms include daily activities, conversations and decisions made in the field, visitors on site, and issues that impact the project. Daily logs are sent out the following morning to each member of the team.

CHANGE ORDERS

As owner changes occur or unforeseen challenges are encountered, CSC quickly reviews both the schedule and budget. If either one is affected by the changes, CSC will contact the owner and architect to notify them and get their input as to how they would like to proceed. If any of the decisions made within this meeting impact a subcontractor, immediate action will be taken to receive price adjustments for the changes. As soon as these adjustments are made, schedule and budget are modified accordingly and taken to the owner and architect for review. Once an agreement of the change in budget and schedule is made, all changes will be added to the contract and put into Procore to be documented and tracked.

BUDGET UPDATES

Financial documentation will be sent out monthly to the project team. During preconstruction we report costs that deal with design and due diligence, like testing. These will be handled as direct payments to the vendors and/or reimbursable to CSC. Throughout the project, as part of

the financial documentation, we will update budgeted costs versus actual, so the owner understands where they sit from a cash flow standpoint.

PROCORE
We use Procore throughout the life of the project to help our communication efforts with all parties involved in the project. We use it for:

- A project directory
- Daily logs and progress photos
- RFIs
- Project specific documents, such as schedule, permits, meeting minutes, safety protocols, change orders, and inspections
- Submittals
- Punch list

WALKING SUBCONTRACTORS OFF THE JOB
As a subcontractor finalizes their scope, our superintendent walks the job with their field staff and addresses quality issues or anything within that subcontractor's scope that is incomplete and must be completed before they leave the job. This allows our team to verify quality and reduces the strain on the subcontractors and owner as we create a final punch list at the end of the project.

FLASHTRACT
CSC utilizes Flashtract payment software to distribute all pay requests to subcontractors. This system sends out a monthly billing request to all subcontractors on the job. Once the subcontractor submits their billing electronically with their digitally created and signed lien waiver from the system, the project manager will approve the billing. This software will allow us to distribute billing reports to the owner, keeping them up to date on contractor payment compliance.

PUNCH LIST
The punch list is made when the owner, architect, and contractor do a final walk-through of the project site to assure that everything has been done in a satisfactory manner. As this walk-through is done, anything that is found is added to the punch list, making sure that all items within the project are competed prior to project close-out.

MATTERPORT WALKS
CSC conducts Matterport 3D scans before we place sheetrock. At the end of the project, we have these scans available to the owner so in the event the owner decides to change something down the road they know what is "behind the walls" before making any modifications. This tool is a value add to the as-built drawings delivered in the Operating & Maintenance (O&M) documents at the end of the project.

CLOSEOUT COORDINATION MEETING
As the project nears completion, CSC will have a project commissioning meeting that includes going over all closeout documentation, giving a draft of the O&M manuals, giving a list with contact information for all subcontractors who worked on the project, going through systems with the owner, and introducing our warranty specialist. If it has not already been addressed, we will also use this time to coordinate the owner's occupancy requirements.

CERTIFICATE OF SUBSTANTIAL COMPLETION
At the final walkthrough with the owner, we will give a Certificate of Substantial Completion. This is a document which states that the building is ready for occupancy. There may be small items the owner wishes to address, which can be added to this document for final completion of the project. We will continue to address these items quickly and efficiently. This is yet another way we assure quality throughout the entire project.

WARRANTY SERVICES
CSC has a full-time warranty specialist for all completed projects. After we turn over a project, our warranty specialist will step in, working with sub-tier contractors to address any outstanding issues throughout the first year. He will also work with your facilities manager on routine maintenance to ensure that your warranties are upheld.

11-MONTH WALK-THROUGH
CSC feels it is important to stay engaged to the very end and because of this, we do an 11-month walk-through. This is where our warranty specialist will facilitate a walk-through of the project where they can address any issues prior to the warranty period expiring.

WHAT MAKES CSC DIFFERENT WHEN IT COMES TO COMUNICATION?

CSC addresses all quality control throughout a project from a 30,000-foot view. We look at the construction process as a team effort. We want to sit on the same side of the table as the owner and architect where the objective is a win-win for all parties. That is why 90% of our business is repeat clientele. We look at every project as a relationship and we want those relationships to be long-term and beneficial for both parties.

With that philosophy in mind, the one item that separates Construction Solutions Company from most of our competitors is our communication plan. We feel that communication is the most important principle in construction because it touches every part of the project. If we succeed in communicating as a team, the project will be more efficient in every aspect including cost, schedule, and quality.



TRAINING, CERTIFICATIONS, AFFILIATIONS

Certified Construction Manager (CMAA)

ID Construction Manager Lic#008709

30-Hour OSHA Safety Certified

Public Works Certificate of Authority

Public Works Construction Manager License

Certified Butler Steel Building Erector

Associated General Contractors of America

JARED TURNER, CCM
CHIEF EXECUTIVE OFFICER

CONSTRUCTION MANAGER

Jared's role as Construction Manager will put him as the main point of contact throughout the preconstruction phase. He will participate in design review, bidding, budget estimates, and subcontractor contracts.

EDUCATION

A.S., Ricks College, Construction Management
B.S., Brigham Young University, Construction Management

PREVIOUS WORK EXPERIENECE, 21 YEARS IN CONSTRUCTION

- Project Manager – Bateman Hall
- VP of Operations – Ovard Construction

NOTABLE CONSTRUCTION PROJECTS

- State Hospital South
- Developer of Record for Estrella Gin Business Park
- Fremont County Joint School District
    - Ashton Elementary
    - Henry's Fork Elementary
- DL Evans Bank
- Alturas Academy
- Maricopa Economic Development Alliance Building in, Arizona
- Construction Manager for demolition and reconstruction for two new schools in district 91



TRAINING, CERTIFICATIONS, AFFILIATIONS

30-Hour OSHA Safety Certified

JAMES "JIM" TURNER
CHEIF OPERRATIONS OFFICER

OPERATIONS MANAGER

Jim's role will be during the construction process. He will oversee the operations of the project, including rotating weekly Job Progress Meetings and Owner, Architect, Contractor Meetings, where they review progress, quality, and schedule.

EDUCATION

B.S., Portland State University, Supply Chain Management

PREVIOUS WORK EXPERIENECE, 21 YEARS IN CONSTRUCTION

- Project Manager – Benchmark Construction
- Regional Project Manager – KB Home Tucson Div.
- Project Manager – Pulte

NOTABLE CONSTRUCTION PROJECTS

- Owner's Representative for DL Evans Bank
- Connection's Therapy Center
- 800 Unit Residential Subdivision in Tucson Arizona
- Grand Peaks Medical and Dental (Multiple Projects)
- NPC International 164 Restaurant Retrofit and Reimage Program
- Wendy's Eastern Idaho Reimage Program including 2 new restaurants
- Idaho Eye and Laser Center- 2 projects- eyecare and surgical center
- Premier Eye Care



TRAINING, CERTIFICATIONS, AFFILIATIONS

30-Hour OSHA Safety Certified

Procore Certification

CHALLIS STEWART

PROJECT MANAGER

Challis will be the main point of contact during construction. He will be directly responsible for the overall project including scheduling, submittals, change orders, billings, and project documentation. He will conduct and record meeting minutes of the weekly Job Progress Meetings and Owner, Architect, Contractor Meetings, as well as monitor subcontractor compliance.

EDUCATION

B.S., Brigham Young University Idaho, Construction Management

PREVIOUS WORK EXPERIENECE, 6 YEARS IN CONSTRUCTION

- Framing- Boardwalk Construction
- General Labor- Jerry Stubbs Construction
- Framing- Zip Kit Homes
- Assistant Superintendent- Construction Solutions Company
- Assistant Project Manager- Construction Solutions Company

NOTABLE CONSTRUCTION PROJECTS

- State Hospital South
- Idahoan Operations Office
- Idaho Eye and Laser Ambulatory Surgical Center in Twin Falls
- Diagnostics Lab Nuclear Pharmacy Center, Bozeman, Montana
- Grand Peaks Medical addition and new build
- DOT Foods office remodel and addition



TRAINING, CERTIFICATIONS, AFFILIATIONS

American Society of Professional Estimators

30-Hour OSHA Safety Certified

Procore Certification

Andrew Pelton

PROJECT ESTIMATOR

Andrew works to provide accurate project costs. He works directly with architects and owners in the preconstruction phase to help manage and set budgets by exploring value engineering and cost reduction measures. He will have a full-time presence exploring costs through assessing current market conditions, budget control, and constructability reviews.

Education:

B.S., Brigham Young University Idaho, Construction Management

PREVIOUS WORK EXPERIENECE, 5 YEARS IN CONSTRUCTION

- Big D Signature
  - Project Estimator
  - Project Manager
  - Steel erection and fabrication

NOTABLE CONSTRUCTION PROJECTS

- Estrella Gin Business Park- $72,000,000.00 Master Planned Mixed Unit Commercial Development
- Idahoan Operations Office- Office Building
- Community Council of Idaho- Medical Building
- East Idaho Central Credit Union, Meridian



TRAINING, CERTIFICATIONS, AFFILIATIONS

30-Hour OSHA Safety Certified

Procore Certification

SWPPP

First Aid and CPR

30-Hour MSHA

Certified Rigger

SUPERINTENDENT

Travis will walk subcontractors and off the job, walk the construction site daily. He will participate in all JPMs and be in constant contact with the Project Manager to be sure that construction is being done in compliance with plans and scope.

EDUCATION

B.S., Brigham Young University, Construction Management

PREVIOUS WORK EXPERIENCE, 15 YEARS IN CONSTRUCTION

Travis has recently completed two public projects. He was the project manager on DPW Project 18362 State Hospital South renovation and fence installation. He also worked on an addition and existing renovation to the Downey Library for the South Bannock Library District. In addition to his public projects, Travis has completed 5 projects for McDonalds in Wyoming, Montana, and Idaho. Travis is currently working on the Estrella Gin Business Park and the Villas at the Gin which is 10 individual projects including office, retail, industrial and 195 units of apartments. Total estimated budget for project is $72 million dollars.

NOTABLE CONSTRUCTION PROJECTS

- Modern Home Retail Facility and Warehouse
- Estrella Gin Business Park- $72,000,000.00 Master Planned Mixed Unit Commercial Development
- Grand Peaks Medical
- Connections Therapy

TRAVIS SIMONS



TRAINING, CERTIFICATIONS, AFFILIATIONS

10-Hour OSHA Safety Certified

Procore Certification

KELSEY HUSTON

PROJECT ADMINISTRATOR

Kelsey does most of the work behind the scenes. She assists CSC in documentation for project set up, contractor compliance, subcontractor compliance, and project closeout. She has assisted with several DPW projects and is familiar with the programs and documentation associated with DPW. She has also worked with several other client-specific programs and has helped CSC maintain project compliance throughout the duration of the projects.

Education:

Boise State University, Construction Management

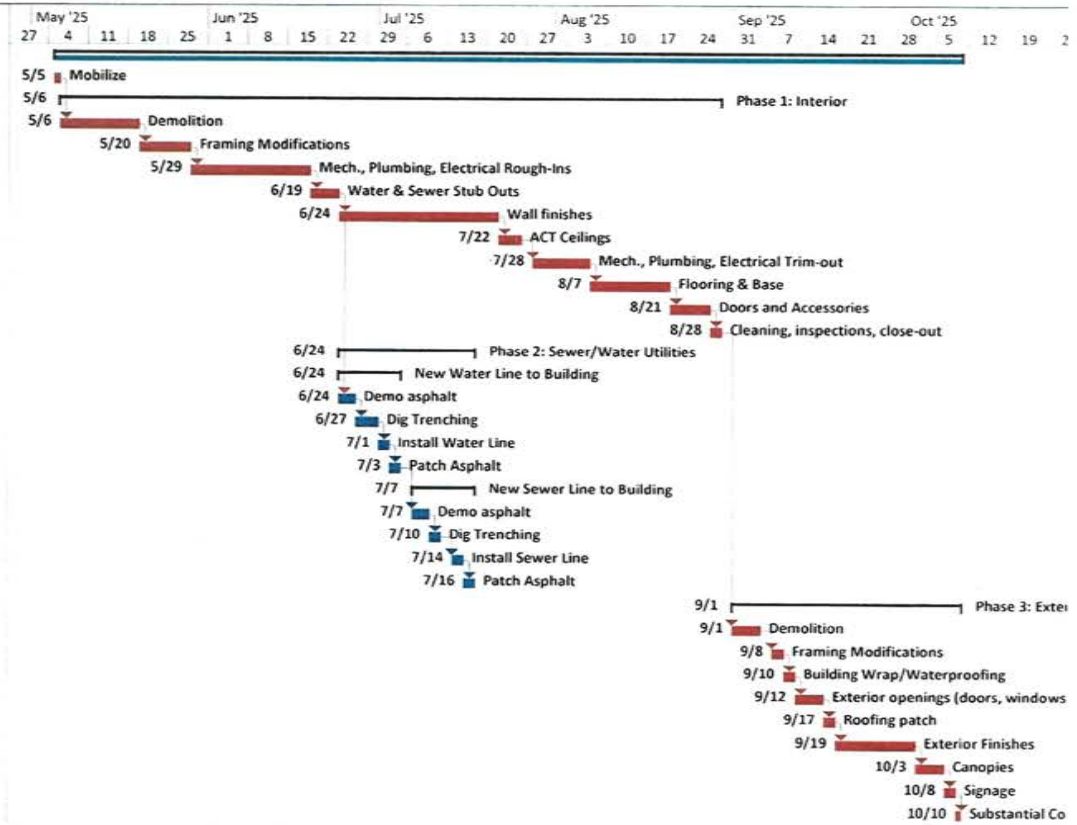
PREVIOUS EXPERIENCE, 7 YEARS IN CONSTRUCTION

Kelsey worked for WorleyParsons both in Project Controls and Project Administration in Anchorage, Alaska. She worked for senior management creating and maintaining company cost reporting tools, as well as working alongside major oil and gas clients to ensure accurate documentation for project delivery.

CONSTRUCTION SOLUTIONS COMPANY

3034 Garrett Way, Pocatello

ID	Task Mode	Task Name	Duration	Start	Finish
1		**3034 Garrett Way Remodel**	**115 days**	**Mon 5/5/25**	**Fri 10/10/25**
2		Mobilize	1 day	Mon 5/5/25	Mon 5/5/25
3		**Phase 1: Interior**	**84 days**	**Tue 5/6/25**	**Fri 8/29/25**
4		Demolition	10 days	Tue 5/6/25	Mon 5/19/25
5		Framing Modifications	7 days	Tue 5/20/25	Wed 5/28/25
6		Mech., Plumbing, Electrical Rough-Ins	15 days	Thu 5/29/25	Wed 6/18/25
7		Water & Sewer Stub Outs	3 days	Thu 6/19/25	Mon 6/23/25
8		Wall finishes	20 days	Tue 6/24/25	Mon 7/21/25
9		ACT Ceilings	4 days	Tue 7/22/25	Fri 7/25/25
10		Mech., Plumbing, Electrical Trim-out	8 days	Mon 7/28/25	Wed 8/6/25
11		Flooring & Base	10 days	Thu 8/7/25	Wed 8/20/25
12		Doors and Accessories	5 days	Thu 8/21/25	Wed 8/27/25
13		Cleaning, inspections, close-out	2 days	Thu 8/28/25	Fri 8/29/25
14		**Phase 2: Sewer/Water Utilities**	**18 days**	**Tue 6/24/25**	**Thu 7/17/25**
15		**New Water Line to Building**	**9 days**	**Tue 6/24/25**	**Fri 7/4/25**
16		Demo asphalt	3 days	Tue 6/24/25	Thu 6/26/25
17		Dig Trenching	2 days	Fri 6/27/25	Mon 6/30/25
18		Install Water Line	2 days	Tue 7/1/25	Wed 7/2/25
19		Patch Asphalt	2 days	Thu 7/3/25	Fri 7/4/25
20		**New Sewer Line to Building**	**9 days**	**Mon 7/7/25**	**Thu 7/17/25**
21		Demo asphalt	3 days	Mon 7/7/25	Wed 7/9/25
22		Dig Trenching	2 days	Thu 7/10/25	Fri 7/11/25
23		Install Sewer Line	2 days	Mon 7/14/25	Tue 7/15/25
24		Patch Asphalt	2 days	Wed 7/16/25	Thu 7/17/25
25		**Phase 3: Exterior**	**30 days**	**Mon 9/1/25**	**Fri 10/10/25**
26		Demolition	5 days	Mon 9/1/25	Fri 9/5/25
27		Framing Modifications	2 days	Mon 9/8/25	Tue 9/9/25
28		Building Wrap/Waterproofing	2 days	Wed 9/10/25	Thu 9/11/25
29		Exterior openings (doors, windows)	3 days	Fri 9/12/25	Tue 9/16/25
30		Roofing patch	2 days	Wed 9/17/25	Thu 9/18/25
31		Exterior Finishes	10 days	Fri 9/19/25	Thu 10/2/25
32		Canopies	3 days	Fri 10/3/25	Tue 10/7/25
33		Signage	2 days	Wed 10/8/25	Thu 10/9/25
34		Substantial Completion	1 day	Fri 10/10/25	Fri 10/10/25



Project: 3034 Garrett Way, Pocate
Date: Mon 11/18/24

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Critical	
Milestone	External Milestone	Manual Task	Start-only	Critical Split	
Summary	Inactive Task	Duration-only	Finish-only	Progress	



IDAHO EYE & LASER

Pocatello, Idaho

- **OWNER INFORMATION**

  IDAHO EYE & LASER

  CRAIG BATES

- **PROJECT INFORMATION**

PROJECT SIZE: 4,316 SF

ARCHITECT: BOOTH ARCHITECTURE

CONTRACT AMOUNT: $699,395.60

COMPLETE: 07-2021

The Idaho Eye and Laser Center in Pocatello has undergone a significant transformation with a 4,316 square foot expansion designed to enhance patient capacity and improve overall service delivery. This project not only adds much-needed space but also includes a comprehensive interior remodel aimed at refreshing the existing facility. Marasco and Associates served as the Pre-Construction architect, collaborating closely with the project team to ensure a streamlined planning and design process

The expansion features modern clinical areas that promote efficiency and comfort, ensuring a positive experience for patients and staff alike.

The interior remodel focuses on updating aesthetics and functionality, incorporating contemporary design elements and advanced technology throughout the facility.

This strategic enhancement reflects Idaho Eye and Laser Center's commitment to providing high-quality eye care and accommodating the growing needs of the Pocatello community. The revitalized space is designed to facilitate a wide range of services, ultimately supporting better patient outcomes and satisfaction.

2880 E. 14th N., Ammon, Idaho 83401 Tel 208-403-0000 Fax 208-403-0000

WWW.CONSTRUCTIONSOLUTIONSCO.COM



Power County Hospital

American Falls, ID

- **OWNER INFORMATION**
  Power County
- **PROJECT INFORMATION**
  PROJECT SIZE: 7,229 SF
  ARCHITECT: Booth Architecture
  CONTRACT AMOUNT: $896,487.00
  COMPLETE: 8-1-2023

The renovation of the administrative facility at Power County Hospital aimed to enhance employee morale, optimize workspaces, and integrate advanced technology to improve operational efficiency. The project reconfigured office layouts, introduced ergonomic furniture, and created collaborative spaces to foster a more comfortable and productive environment for hospital staff. In addition, cutting-edge technology was incorporated, including smart AV systems, upgraded IT infrastructure, and digital signage to streamline communication and workflow

Sustainable design practices were also implemented to improve energy efficiency. This renovation not only improved employee satisfaction but also supported the hospital's mission of providing excellent care by ensuring that administrative operations were modern, efficient, and aligned with industry best practices.

2880 E. 14th N., Ammon, Idaho 83401 Tel 208-403-0000 Fax 208-403-0000 WWW.CONSTRUCTIONSOLUTIONSCO.COM



Beard St. Clair Office Building

Pocatello, Idaho

- **OWNER INFORMATION**
  Beard St. Clair Gaffney
- **PROJECT INFORMATION**
  PROJECT SIZE: 8,325 SF
  ARCHITECT: Booth Architecture
  CONTRACT AMOUNT: $3,025,485.00
  COMPLETE: 5-10-2024

The Beard St. Clair Pocatello Office is a thoughtfully designed professional workspace developed through a collaborative Design Build approach by Booth Architects and CSC. This modern facility spans 8,325 square feet and serves as the operational hub for Beard St. Clair and BBSI, reflecting a commitment to functionality and aesthetics. The design emphasizes open, flexible layouts that promote collaboration while also providing private areas for focused work.

TWith a blend of contemporary architectural elements and sustainable practices, the building not only meets the needs of its occupants but also enhances the surrounding community. The project stands as a testament to innovative design and efficient construction, embodying the values and vision of both Beard St. Clair and BBSI.

2880 E. 14th N., Ammon, Idaho 83401 Tel 208-403-0000 Fax 208-403-0000 WWW.CONSTRUCTIONSOLUTIONSCO.COM

CONSTRUCTION SOLUTIONS COMPANY



WPCF Operations Building

Pocatello, Idaho

- **OWNER INFORMATION**
  City of Pocatello
- **PROJECT INFORMATION**
  PROJECT SIZE: 6,129 SF
  ARCHITECT: Myers Anderson
  CONTRACT AMOUNT: $3,363,990.00
  COMPLETE: 8-1-2024

The WPCF Operations Building in Pocatello, Idaho, is a significant advancement in local infrastructure, designed to enhance operational efficiency and support wastewater management efforts. With a footprint of 6,129 square feet, the facility is specifically tailored to meet the needs of the Water Pollution Control Facility (WPCF), integrating modern architectural design with functional operational spaces. Completed in just 10 months, this project reflects the collaborative efforts of Myers Anderson Architects and Keller and Associates, who combined innovative design principles with practical engineering solutions.

The associated site work enhances the facility's accessibility and operational capabilities, ensuring a seamless integration with the surrounding environment. Overall, this state-of-the-art building not only addresses the immediate needs of the WPCF but also positions Pocatello for future growth, demonstrating a commitment to sustainable and efficient wastewater management practices.

2880 E. 14th N., Ammon, Idaho 83401 Tel 208-403-0000 Fax 208-403-0000 WWW.CONSTRUCTIONSOLUTIONSCO.COM

Beard St. Clair Gaffney
Attorneys

Gregory C. Calder
955 Pier View Drive • Idaho Falls, ID 83402
Phone (208) 557-5205 • Fax (208) 523-5069
calder@beardstclair.com

February 15, 2022

Jared Turner
Construction Solutions Company
2880 E. 14th N.
Ammon, Idaho 83401

Re: CSC Letter of Reference

To whom it may concern:

We engaged Construction Solutions Company to help us with the development and construction of our new office in Idaho Falls. CSC helped with land and tenant negotiations, worked with our management team on design, and then constructed our building within our tight time constraints.

Their project manager and superintendent were excellent communicators and kept our team involved throughout the process. Any issues that arose were quickly met with solutions.

If you are looking for a construction company that values teamwork, communication, and professionalism, then we highly recommend the group from Construction Solutions Company.

Feel free to reach out to me with any questions.

Sincerely,

Gregory C. Calder

Attorneys licensed in
Idaho Colorado Montana New York Nevada North Dakota Washington Wyoming Utah

Jared W Allen	John M Avondet	Michael W Brown	Jeffrey D Brunson	Gregory C Calder
Jonathan C Callister	Dan C Dummar	Joseph D Fairbank	Jarin O Hammer	Mark L Garner
Herbert J Heinerl III	Melissa O Heinerl	Thomas J Holmes	Megan J Hopfer	Robert B Knudsen
Lindsay M Lofgran	Kristopher D Meek	Lance J Schuster	Jack H Robison of Counsel	Julie Stomper of Counsel

GRAND PEAKS
MEDICAL • PHARMACY
DENTAL • BEHAVIORAL HEALTH

03/08/2022

To Whom It May Concern,

I am pleased to provide this reference letter for Construction Solutions Company (CSC). I had the pleasure to work directly with most of the team on some level.

Grand Peaks hired CSC to work on multiple projects at one time. The biggest of the three was the new medical, behavioral health and pharmacy building in our St. Anthony location. This project consisted of a brand new 17,000 sq. ft. building. The second project was a 7,000 sq. ft. addition to our Rexburg medical, dental and behavioral health building. The final project was a 1500 sq. ft. addition to our St. Anthony dental facility. I found all of CSC staff to be very knowledgeable, professional and co-operative throughout the whole project. They were a great fit for our organization. They were attentive to our needs and wants. We were not building your traditional commercial building we needed the quality of commercial but with a residential environment. I asked a lot of CSC with many change orders to the original plan. CSC was willing to work hard to adjust schedules or find additional product needed to make those changes. Grand Peaks had tight deadlines to meet and CSC was able to meet them. We also had the added stress of working around our patients and making sure, their needs were still being met at all facilities. I was impressed with the project superintendent, Josh Morgan, which was with us every day. He kept the area clean and safe for our patients. The project manager, Travis Simons, was also very responsive to all concerns or questions that I had. Jim Turner the COO was also willing to put his bags on and go to work to meet deadlines. His biggest concern was to make sure I was happy. I truly appreciated their team. In addition, after construction completion, they have been responsive and thorough in addressing any minor issues associated with the projects.

I will definitely be working with them on future projects. I would recommend Construction Solution Company to you without any hesitation. If you have, any further questions please contact me at 208-624-8017.

Sincerely,

Lori Sessions

Lori Sessions
CEO

Rexburg Medical:
72 South 1st East • Rexburg, Idaho • 83440
Fax (208) 356-3724

(208) 356-4900
grandpeaks.org

St. Anthony Medical:
335 East Main St. • St. Anthony, Idaho • 83445
Fax (208) 624-4116

IDAHO FALLS
Country Club

To Whom it May Concern,

I am writing to recommend Construction Solutions Company for your commercial construction projects. Based on their exceptional work as demonstrated in the recent renovation project for the Idaho Falls Country Club, I have full confidence that they will be a valuable partner for your upcoming construction needs.

Construction Solutions Company successfully completed the building renovation for the Idaho Falls Country Club within our budget and on time. Their dedication to maintaining open communication and high levels of professionalism throughout the entire process was truly impressive. Their attention to detail, commitment to quality, and ability to effectively manage the project sets them apart from other companies in the industry.

I believe that Construction Solutions Company's expertise and approach to construction projects make them an ideal choice for meeting the needs of potential clients such as yourself. I am confident that you will find their work to be both outstanding and reliable.

Should you require any further information regarding my experience with Construction Solutions Company, please do not hesitate to contact me at jason@ifcountryclub.com.

Sincerely,

Jason Jacobsen, PGA
General Manager
Idaho Falls Country Club

Connections
Therapy Centers

connectionstherapies.com
A Provider for Mountain View Hospital

Michelle Dahlberg
Connections Therapy Centers
1460 Elk Creek
Idaho Falls, ID 83401

7-8-19

To Whom it May Concern,

I am writing this letter as a recommendation for the services provided by Construction Solutions Company. We hired CSC as the contractor on our new 24,000 square-foot Idaho Falls clinic, which was completed in August 2018.

CSC was a good choice for our business. They were attentive to our needs and gave us a quality finished product that we love.

We were especially impressed with their on-site job supervisor who was extremely reliable and helpful throughout the project. He kept us informed, answered questions and ensured the project progressed smoothly.

I recommend CSC for your construction needs. Please let me know if you have any questions.

Sincerely,

Michelle Dahlberg

RECOGNITION

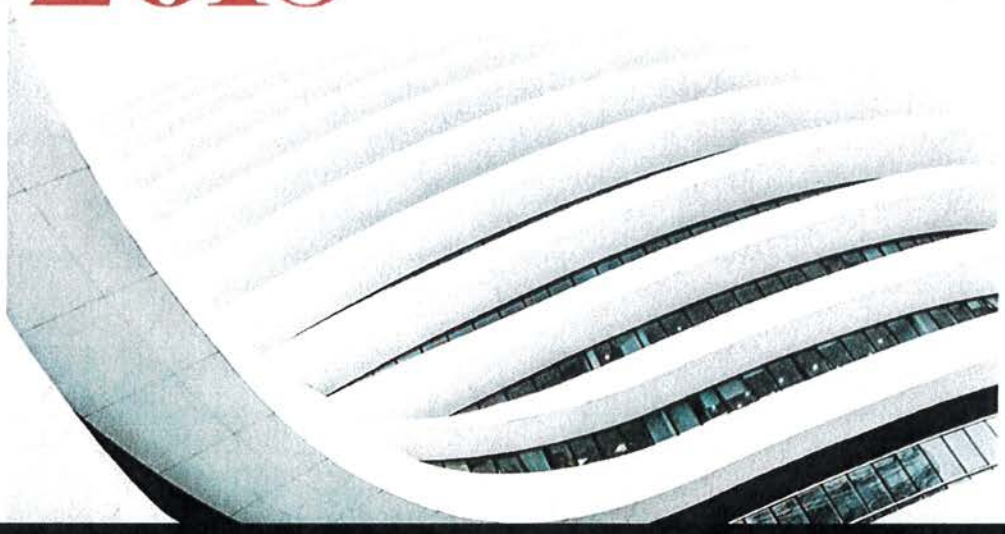
ENR

Mountain States

News and Analysis for the Construction Industry From Colorado, Idaho, Montana, North Dakota, South Dakota, Utah and Wyoming

TOP CONTRACTORS

2018



Construction Solutions Company
Rank #18

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A bnp PUBLICATION

ALPINE CONSTRUCTION MANAGEMENT, LLC
530 LOMAX STREET, IDAHO FALLS, ID 83401

buildwithacm.com

POINT OF CONTACT
DAVID STAUFFER, PRESIDENT
dstauffer@buildwithacm.com
208.559.3300 (cell)
208.286.1863 (office)

COME BUILD WITH US

POCATELLO CITY CLERK
MUNICIPAL BUILDING
911 NORTH 7TH AVENUE
POCATELLO, IDAHO 83201

ATTN: SEARRA SIMPSON
SSIMPSON@POCATELLO.US
208.234.6155

CONSTRUCTION MANAGEMENT SERVICES PROPOSAL

DUE DATE
11:00 AM
NOVEMBER 19, 2024

1. BRIEF FIRM DESCRIPTION

Based in Idaho with offices in Idaho Falls and Boise—and building nation-wide—ACM was founded 18 years ago, in 2006. ACM employs over 25 commercial construction professionals in the preconstruction and construction phases. Our project managers, superintendents, and estimation team members have decades of experience in all construction fields and bring their expertise to the City of Pocatello. Founder and President Dave Stauffer and his project managers have extensive experience building government facilities across their careers, in addition to construction in the healthcare, hospitality, mixed use, and retail sectors.

One of our most valuable advantages is our skilled in-house labor force, allowing us flexibility with personnel schedules; we meet and often exceed expectations regarding scheduling as we self-perform Divisions 1, 2, 6, 7, 9, and 10. When we need more specialized help, our vetted list of subcontractors offers coordination opportunities to meet ongoing and final milestones and deadlines.

2. PAST PERFORMANCE

See pages 13 – 15, herein.

3. PROJECT MANAGER & KEY STAFF



ACM PRINCIPAL DAVID STAUFFER, CM

Responsibilities: Construction management development and oversight of planning, quality control, project management, risk management, procurement, and contract management. Manage state and federal projects; identify and anticipate issues ahead of time; develop solutions to help speed the project along; develop relationships within the project; communicate with project owners and stakeholders.

Training:
Bachelor of Business Administration
Finance & Accounting, Idaho State University, Pocatello
Bachelor of Science Construction Management
Boise State University, Boise
Idaho CM License #17357
OSHA 30-hour Certification
CQC Certification



ACM PROJECT MANAGER HOPE HOPCIA

Responsibilities: Collaborate with project owners, architects, engineers, and team members—including subcontractors—to determine project specifications; Determine needed resources like manpower, equipment, and materials, from start to finish with attention to budgetary limitations; Acquire equipment and materials and monitor stock to timely handle inadequacies; Supervise the work of team members and offer guidance when necessary; Evaluate progress and prepare detailed reports; Ensure adherence to all health and safety standards and report issues.

Training:
Bachelor of Science Construction Management
Boise State University, Boise
Certified Pharmacy Technician, Idaho State University
7 years of experience in commercial construction
OSHA 10-hour Certification

3. PROJECT MANAGER & KEY STAFF, continued



ACM ASSISTANT PROJECT MANAGER DENISE PRESTON

Responsibilities: Evaluates project specifications and acts under the direct of the project manager; Effect project coordination, leading the submittal and procurement process quality assurance; Document communications between owner, designer, construction manager, and project manager; Review specifications and ensure compliance; Provide support to Project Management and Superintendent; Facilitate communication for project meetings.

Training: 30 years of experience in construction purchasing, budgeting, and value engineering.
OSHA 10-hour (currently enrolled)



ACM LEAD ESTIMATOR TIM TOWNSEND

Responsibilities: Acquire understanding of the requirements of the project/program-at-hand; Select metrics to provide valid estimates; Foster relationships with key vendors like subcontractors, architects, etc.

Training: Associate of Applied Science—
Computer Networking Systems, ITT Tech Texas
24 years of experience in commercial construction, performing in estimating, superintendent, and project management.
OSHA 30-hour Certification



ACM SUPERINTENDENT MIKE SANTOS

Responsibilities: Collaborate with owners, architects, engineers, subcontractors, and team members to determine project needs; Supervise staff and provide constructive feedback; Monitor and report on project progress; Implement safety and quality guidelines; Ensure the jobsite remains safe, clean, and orderly; Resolve onsite issues and emergencies.

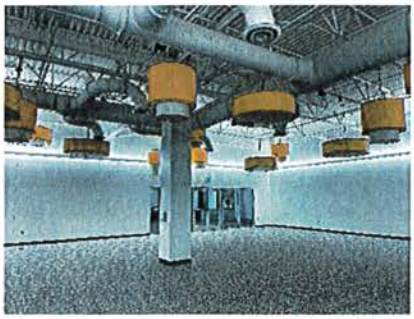
Training: Electrical Journeyman—Idaho State University
23 years of experience in commercial construction
OSHA 30-hour Certification
MSHA 40-hour Certification
EM385 Certification
US Government SSHO
Tower Crane Operator
Journeyman Carpenter

ACM

4. SIMILAR PROJECT EXPERIENCE

	PV-TEC	BONNEVILLE TRANSPORTATION FACILITY	BOISE AIRPORT	IDAHO STATE CAPITOL BUILDING	BSU CI+D
Occupied Bldg			•	•	•
Office Demolition	•		•	•	•
HVAC Work	•	•	•	•	•
Interior Remodel	•	•	•	•	•
Utilities Work	•	•	•	•	•
Exterior Remodel	•	•			

PORTNEUF VALLEY TECHNICAL EDUCATION & CAREER CAMPUS



Location: Chubbuck, Idaho
Budget: $7,100,000
Size: 97,000 sq ft
Timeline: October 2023 to November 2024
- Completed 5 months early.

Scope of Work:
Demo and remodel of existing high school building with an 18,000 sq ft new build addition. Interior work included offices, vestibules, and corridors; restrooms; commercial kitchen to be used as a culinary classroom; and specialty classrooms for technical education courses. Work further included attention to mechanical, electrical, plumbing, and adding new sewer and water utilities as well as exterior finishes, signage, asphalt, and landscaping.

BONNEVILLE TRANSPORTATION FACILITY



Location: Idaho Falls, Idaho
Budget: $3,500,000
Size: 16,000 sq ft
Timeline: current—11-month schedule
Scope of Work:
Site work and new build of bus storage barn and dispatch office. The 4,000 sq ft office space has offices, break rooms, work room, and two four-stall restrooms. Scope of work includes attention to new mechanical, electrical, plumbing, and adding other utilities like running sewer and water, as well as exterior finishes, signage, and asphalt.

BOISE AIRPORT | TSA LANE EXPANSION



Location: Boise, Idaho
Budget: $1,800,000—ACM returned $400,000
Size: 7,800 sq ft
Timeline: August 2022 to February 2023
- Completed 3 months early.

Scope of Work:
Demolition of high-security space within fully-functional airport to expand TSA lanes, create new exiting lane, and remodel and relocate the Boise Police Officer Offices and the TSA Offices. Attention to existing mechanical, electrical, telecom, and fire suppression systems to tie into existing services.

IDAHO STATE CAPITOL BUILDING | LSO TENANT IMPROVEMENT



Location: Boise, Idaho
Budget: $5,000,000—returned $500,000+
Size: 12,400 sq ft
Timeline: Phase I: April to December 2023
Phase II: April to November 2024

Scope of Work:
Demolition of NE and SE quadrants of the first floor of the occupied Idaho State Capitol Building to provide new offices, meeting spaces, and support for the House of Representatives. New work matches existing historical finishes, materials, style, and color and required movement and tie-ins to existing mechanical, electrical, telecom, and fire suppression systems.

BSU COLLEGE OF INNOVATION + DESIGN



Location: Boise, Idaho
Budget: $550,000
Size: 13,600 sq ft
Timeline: July 2023 to February 2024
- Completed early.

Scope of Work:
Demolition and remodel of the Boise State University Albertson Library 2nd floor for the College of Innovation + Design. Construction included new lobby, open office area, beverage bar, and classrooms with steel stud walls & aluminum-framed storefront and special attention to associated finishes, mechanical, electrical, and fire suppression systems in an occupied campus building.

5. PROJECT APPROACH

PRECONSTRUCTION SERVICES

This phase is critical to the success of the project and one ACM project management especially enjoys; successful preplanning helps mitigate a lot of the challenges that come up during the construction phase. In the case of this project for the City of Pocatello, those challenges may come in the form of long lead times and phasing. Collaboration during the design phase allows ACM to provide comprehensive management to the design team and the City of Pocatello, allowing successful project administration and contract compliance and avoiding any changes during the construction phase. Our services include development of a Project Management Plan, Project Procedure Manual, delineated responsibilities via the critical path schedule, value engineering options and availability of materials, and a clear contract strategy.

Setting goals and milestones through scheduling, choosing the right sub-contractors, and communicating our expectations clearly and precisely all play a vital role in the completion of successful construction projects, a process aided by our bidding strategy to evaluate bids for compliance with project requirements and documents.

For this project, we will work with the City of Pocatello and the design team to look at phasing to make sure we have the best approach to accomplish the construction activities as they relate to the budget and the schedule. We may even be able to run the three delineated phases concurrently, which reduces the cost and overhead in addition to the time savings.

CONSTRUCTION SERVICES

This phase is where we believe that we set ourselves apart from our competition. Our in-house team goes above and beyond for our clients to assure a great experience for all those involved; we strive to exceed your expectations. ACM will initiate construction activities and supervise all tasks by our team members and subcontractors as we provide all General Conditions services and assume overall responsibility for the administration and scheduling of the milestones and tasks delineated by the schedule including the quality assurance, safety inspections, and regular inspections; the payment processes; and the regular OAC (owner-architect-construction manager) meetings. ACM Superintendents develop great relationships with the stakeholders, record and submit Daily Reports; schedule coordination meetings between all laborers and subcontractors; conduct weekly safety meetings; and review budget and workmanship.

CLOSEOUT

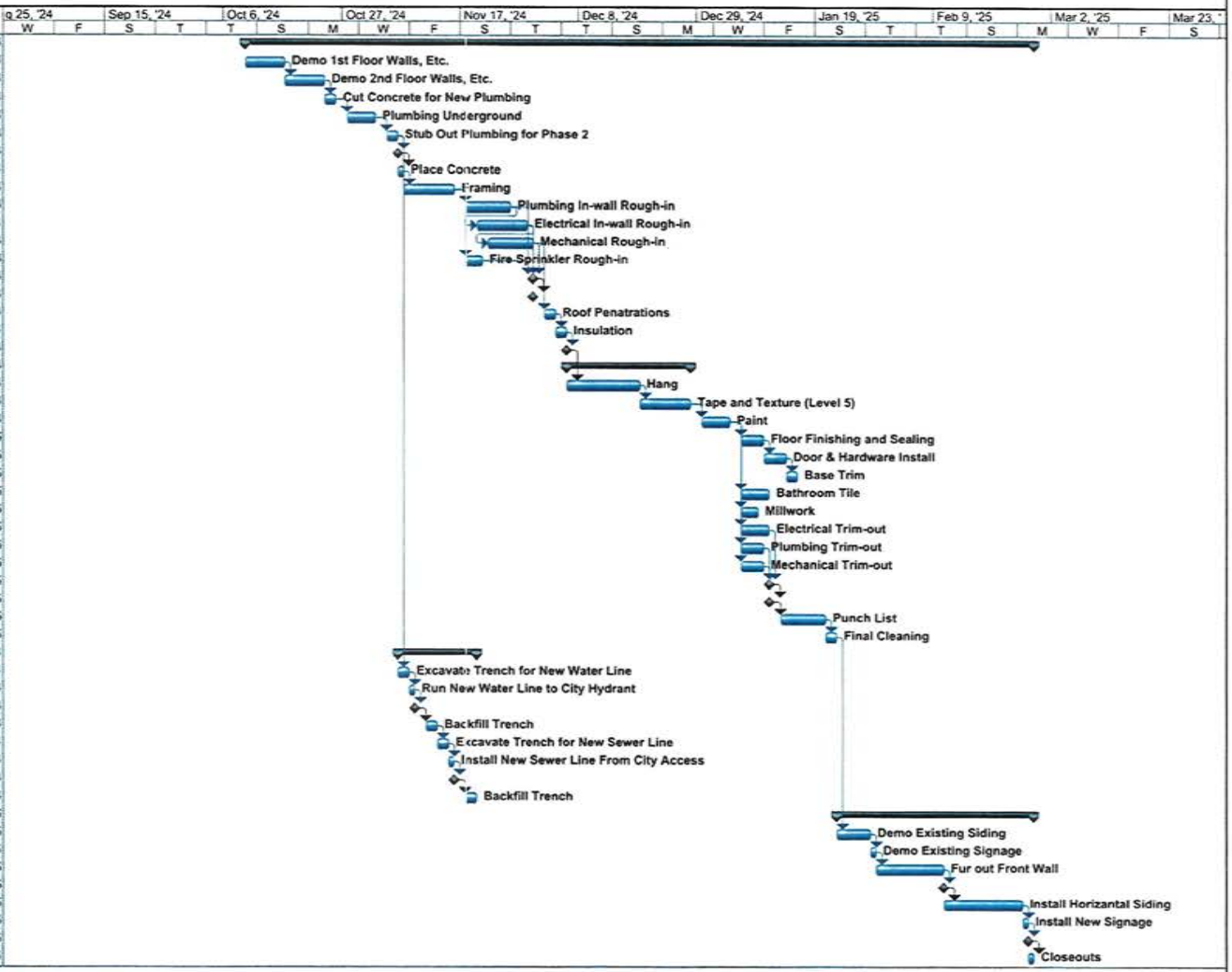
A successful project closeout begins and ends with the City of Pocatello in mind. Our goal is to turn over a completed project that surpasses the quality and function required by the owner.
ACM will:

- Schedule training for the maintenance and other staff for the HVAC and specialty systems
- Provide accurate and complete redline drawings with pictures upon project completion.
- Ensure that all warrantee information is easily accessible and understandable.
- Ensure that all provided contact information is correct and current in the event questions arise.

6. PROPOSED SCHEDULE

CITY OF POCATELLO
3034 GARRETT WAY

ID	% Comple	Task Name	Duration	Start
1	0%	**Construction Phase 1**	**100 days**	**Thu 10/10/24**
2	0%	Demo 1st Floor Walls, Etc.	5 days	Thu 10/10/24
3	0%	Demo 2nd Floor Walls, Etc.	5 days	Thu 10/17/24
4	0%	Cut Concrete for New Plumbing	2 days	Thu 10/24/24
5	0%	Plumbing Underground	5 days	Mon 10/28/24
6	0%	Stub Out Plumbing for Phase 2	2 days	Mon 11/4/24
7	0%	Plumbing Underground Inspection	0 days	Tue 11/5/24
8	0%	Place Concrete	1 day	Wed 11/6/24
9	0%	Framing	7 days	Thu 11/7/24
10	0%	Plumbing In-wall Rough-in	6 days	Mon 11/18/24
11	0%	Electrical In-wall Rough-in	7 days	Wed 11/20/24
12	0%	Mechanical Rough-in	6 days	Fri 11/22/24
13	0%	Fire Sprinkler Rough-in	3 days	Mon 11/18/24
14	0%	MEP Inspections	0 days	Fri 11/29/24
15	0%	Framing Inspection	0 days	Fri 11/29/24
16	0%	Roof Penatrations	2 days	Mon 12/2/24
17	0%	Insulation	2 days	Wed 12/4/24
18	0%	Insulation Inspection	0 days	Thu 12/5/24
19	0%	**Drywall**	**16 days**	**Fri 12/6/24**
20	0%	Hang	9 days	Fri 12/6/24
21	0%	Tape and Texture (Level 5)	7 days	Thu 12/19/24
22	0%	Paint	5 days	Mon 12/30/24
23	0%	Floor Finishing and Sealing	4 days	Mon 1/6/25
24	0%	Door & Hardware Install	2 days	Fri 1/10/25
25	0%	Base Trim	2 days	Tue 1/14/25
26	0%	Bathroom Tile	5 days	Mon 1/6/25
27	0%	Millwork	3 days	Mon 1/6/25
28	0%	Electrical Trim-out	5 days	Mon 1/6/25
29	0%	Plumbing Trim-out	4 days	Mon 1/6/25
30	0%	Mechanical Trim-out	4 days	Mon 1/6/25
31	0%	MEP Final Inspections	0 days	Fri 1/10/25
32	0%	Final Inspection	0 days	Fri 1/10/25
33	0%	Punch List	6 days	Mon 1/13/25
34	0%	Final Cleaning	2 days	Tue 1/21/25
35	0%	**Construction Phase 2**	**10 days**	**Wed 11/6/24**
36	0%	Excavate Trench for New Water Line	2 days	Wed 11/6/24
37	0%	Run New Water Line to City Hydrant	1 day	Fri 11/8/24
38	0%	Inspection	0 days	Fri 11/8/24
39	0%	Backfill Trench	2 days	Mon 11/11/24
40	0%	Excavate Trench for New Sewer Line	2 days	Wed 11/13/24
41	0%	Install New Sewer Line From City Access	1 day	Fri 11/15/24
42	0%	Inspection	0 days	Fri 11/15/24
43	0%	Backfill Trench	2 days	Mon 11/18/24
44	0%	**Construction Phase 3**	**25 days**	**Thu 1/23/25**
45	0%	Demo Existing Siding	4 days	Thu 1/23/25
46	0%	Demo Existing Signage	1 day	Wed 1/29/25
47	0%	Fur out Front Wall	8 days	Thu 1/30/25
48	0%	Framing Inspection	0 days	Mon 2/10/25
49	0%	Install Horizantal Siding	10 days	Tue 2/11/25
50	0%	Install New Signage	1 day	Tue 2/25/25
51	0%	Final Inspection	0 days	Tue 2/25/25
52	0%	Closeouts	1 day	Wed 2/26/25



Project: Pocatello Schedule
Date: Mon 11/18/24

Task | Milestone | Rolled Up Task | Rolled Up Progress | External Tasks | Group By Summary
Progress | Summary | Rolled Up Milestone | Split | Project Summary | Deadline

Page 1

7. QUALITY CONTROL PROCEDURES

The ACM Construction Quality Control (CQC) Manager is responsible for overseeing overall implementation of the ACM Quality Control Plan and coordinates all project testing, inspections, and reporting matters directly with the Project Manager. The CQC and all team members have the authority to intercede directly and stop work due to any unsafe work practices or site conditions.

ACM's Construction Quality Control Program has procedures for submittals, setting forth a process for:

- Registering, scheduling, preparing, and filing submittals
- Control Phases: preparatory, initial inspection, and follow-up
- Tracking design and construction deficiencies
- Completion inspections including punch-out, pre-final, and final acceptance

Additionally, the CQC documents the quality control activities, like keeping track of the time and number of team members and subcontractors are present on the jobsite, which equipment is present onsite and how it is used, any deficiencies and corrective actions, job safety evaluations, etc.

Our Quality Control Program is in place to offer the City of Pocatello the best completed project possible. Quality begins and ends with the owner, specifications, and end user in mind and takes into consideration the budget and schedule with the quality of materials as well as the quality of workmanship.

ACM excels with our performance because our in-house workforce are not only remarkably talented specialists, but they also work well in tandem with the subcontractors hired to accomplish the construction tasks not in their field of expertise. They are always quick to help out and do any pre-work that the subcontractor needs to have accomplished and often act as assistants to them to ensure the work is done right the first time, every time.

ACM specialists are not engaged in projects elsewhere: as an in-house workforce, they are onsite from the beginning of the construction phase through closeout. In this way, they have a wholistic approach to the project and are able to continue the momentum of the construction activities rather than popping in and out of the work. This continuity of work benefits the City of Pocatello because the quality is always at the forefront.

8. PROPOSAL FORM

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	ACM (Alpine Construction Management, LLC)
Mailing Address:	530 Lomax Street, Idaho Falls, Idaho 83401
Physical Address:	See Above
Contact Telephone:	208.559.2055
Contact E-Mail:	hhopcia@buildwithacm.com

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name:	David R. Stauffer
Idaho Public Works Construction Manager License #:	17357
License Expiration Date:	31 August 2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name:	MarshMcLennan Agency
Address:	960 Broadway Ave. Ste 500, Boise, Idaho 83706
Contact Telephone:	208.424.2933
Contact E-Mail:	Sam.Mahr@MarshMMA.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

__ YES ✓ NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

☐ YES ☑ NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings? Please see below for explanation.

☑ YES ☐ NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

- Firm has included as part of their proposal, the required statements of qualification as described herein.
- Firm has included as part of their proposal, a copy of all required licensure as described herein.
- Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: Denise Preston Date: November 19, 2024

Printed Name: Denise Preston

Title: Assistant Project Manager

EXPLANATION:
ACM filed a Complaint for Foreclosure of Claim of Lien for breach of contract after nonpayment for months after project completion. ACM did not break any contractual agreement with the client, made repeated efforts to resolve the problem, and was forced to file a formal complaint.

9. LICENSING



Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONSTRUCTION MANAGER

17357
License Number

08/22/2024
Original License Issued

This is to certify that

DAVID R. STAUFFER

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate

This license expires: 08/31/2025

License Signature

Russell Barron, Administrator

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CERTIFICATE OF AUTHORITY

License issued pursuant to Title 54, Chapter 45, Idaho Code, as amended

ALPINE CONSTRUCTION MANAGEMENT LLC

Expiration Date: 06/31/2025

DAVID R. STAUFFER

has fulfilled the requirements for Licensing of Construction Managers in Idaho and may provide and hold itself out as providing Construction Management Services

Licensee Signature

Russell Barron, Administrator



Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

049661 - UNLIMITED - 4
License Number

10/05/2020
Original License Issued

This is to certify that

ALPINE CONSTRUCTION MANAGEMENT LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate

This license expires: 06/30/2025

Licensee Signature

Russell Barron, Administrator

10. AMENDMENTS

There are no published amendments.

December 28, 2023

Dear Selection Committee:

RE: Alpine Construction Management

It is my pleasure to write this letter of reference and recommendation for Alpine Construction Management (ACM). ACM received the contract to remodel and build Portneuf Valley Technical Education and Career Campus (PV-TEC) for the Pocatello/Chubbuck School District. The school district purchased the former Allstate call center to repurpose as an education facility. This project involves extensive demolition and rebuild, plus building the new addition to house all the shops.

ACM started the demolition on October 19th, with the completion date of August 1st. This sounded great, however I wondered how all the work could possibly get done. The ACM demo crew has been beyond impressive. Every day the ACM crew shows up and spends their time working and building our vision of PV-TEC. I am also impressed with the workplace safety and cleanliness. We have taken a couple of tours with the school board members, and the level of workmanship is on display.

Mike Santos is the ACM job superintendent. He has been great to work with, especially since we are occupying part of the building. We have 5 classrooms and a few offices. Students are coming to PV-TEC this year for CTE programs. Mike has ensured that there is little to no disruption to student learning. He updates me on any major daily operations and is great at communication.

I highly recommend this company! Please feel free to contact me for any further information.
208.235.6807 or naftzrh@sd25.us

Sincerely,

Recoverable Signature

X Rhonda J. Naftz

Rhonda J. Naftz
CTE Administrator Pocatello School District
Signed by: 13ce2ad4-95b4-4817-b813-56458bcd4acf

To Whom it May Concern:

As a Project Manager for the City of Boise, Idaho, I have had the pleasure of working with Alpine Construction Management (ACM) on the Boise Airport TSA Checkpoint Expansion project. This project had multiple challenges due to time and logistical constraints as we minimized impacts to the business operations.

As the City's representative it is important to me to provide the Boise Airport with the best quality project possible, minimize disruption and maintain safe customer service during construction, and ensuring it will last for years into the future. I believe ACM has provided a great project, in a short amount of time, while keeping costs in check. They have been diligent regarding quality, flexibility, and cost control.

Please consider Alpine Construction Management for your construction service needs. The Boise Airport has built a great relationship working with the ACM team, and we look forward to working with them in the future.

City of Boise
Jill Singer
Jill Singer
Airport Project Manager

BOISE STATE UNIVERSITY

William English
Director, Library Public Services
Albertsons Library
Boise State University
1910 University Drive
Boise, Idaho 83725

December 18, 2023

To Whom it May Concern,

As Director, Library Public Services at the Boise State University Albertsons Library, I have had the great pleasure of working with ACM (Alpine Construction Management) during the remodel of the College of Innovation and Design space on the 2nd Floor of the Albertsons Library during the past year.

Over the course of twenty-six years at the Albertsons Library, I can honestly say that my experience with ACM has been one of the most positive in terms of communication, professionalism and flexibility. Throughout the course of this project, ACM's Owner, Project Manager, Superintendent, and support staff have been great communicators and have kept me, the library staff, the College of Innovation and Design, and all others concerned informed about the construction progress, which is especially helpful given that the construction is happening in a fully-occupied building. There were regular communications regarding noise levels and deliveries that had potential for disruption, and when possible, ACM showed great flexibility in responding to our needs. It has been made very clear that ACM was, and is, committed to delivering and even surpassing expectations.

If you are looking for a team that values communication, models professionalism, and is responsive to your needs, then I would highly recommend ACM for your next commercial construction project.

Sincerely,

William English
benglis@boisestate.edu

ATTACHMENT 2
PROPOSAL FORM

SEALED PROPOSALS DUE: Tuesday, November 19, 2024 at 11:00 am MST
This completed Proposal Form must be submitted with your Proposal.

FIRM: Provide Firm's name and contact information of the office where your project team will be located, and from which the work for this assignment will be conducted in the spaces below.

Firm Name:	Construction Services, Inc.
Mailing Address:	718 S. 2nd Ave Pocatello, Idaho 83201
Physical Address:	718 S. 2nd Ave Pocatello, Idaho 83201
Contact Telephone:	(208) 478.6802
Contact E-Mail:	jared@constructionservicesinc.net

LICENSING: Pursuant to *Idaho Code 54-4501, et seq*, please provide the following license information for the Firm principal or employee which, under your contract with the City, may provide construction manager services, or directly supervise and control construction manager services provided by the Firm.

Construction Manager License Holder Name:	Joseph S. Reams
Idaho Public Works Construction Manager License #:	128
License Expiration Date:	06.30.2025

INSURANCE: State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name:	Crystal Summit Insurance
Address:	4990 Valenty Drive Suite D Chubbuck, Idaho 83202
Contact Telephone:	(208) 228.1234
Contact E-Mail:	shelby@crystalsummitins.com

QUESTIONNAIRE: If you answer yes to any of the following questions, provide complete explanation on a separate sheet of paper:

Has any one of your current or former sureties or bonding companies ever been required to perform under or cancelled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?

___YES X NO

Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)

__YES X NO

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?

__YES X NO

COMPLIANCE: Initial below to indicate your ability to comply with the Request for Qualifications.

JL Firm has included as part of their proposal, the required statements of qualification as described herein.

JL Firm has included as part of their proposal, a copy of all required licensure as described herein.

JL Firm has read and understands the project terms and scope as described herein.

I hereby certify that all information provided to the City of Pocatello as part of this responsive bid is accurate and complete.

Signature: _____ Date: 11/18/24

Printed Name: Jared Lusk

Title: President

Construction Services, Inc.
718 S. 2nd Avenue
Pocatello, ID 83201
Ph: 208-478-6802
Fax: 208-478-6803

November 18, 2024

To: City of Pocatello
Attn: Searra Simpson
911 N. 7th Ave
Pocatello, Idaho 83201

Re: City of Pocatello Recycling Center Remodel

Sierra,

Please see the enclosed proposals for the above referenced project.

- 4 hard copies
- 1 digital copy via usb drive

Please feel free to contact our office with any questions or concerns.

Thank you,

Mari Lowe

Mari Lowe
Document Control
Construction Services Inc
208-478-6802

November 19, 2024

City of Pocatello
2405 Garrett Way
Pocatello, Idaho 83201

RE: City of Pocatello Recycling Center

We appreciate the opportunity to submit the following proposal for **Construction Services** for the above referenced project.
The specifics of our proposal follow this cover letter.

CORPORATE PHILOSPHY

Specifically, our primary organizational objectives are to maintain our long – standing reputation for honesty, integrity, and excellence in construction. Our primary project objectives are to obtain a relationship of trust with our client, determine the needs of our clients, and be attentive to those needs.

Additionally, we will not enter into a project if we are not in a position to complete it successfully with an owner of our company directly managing it. Finally, only a proven Construction Services superintendent will manage the construction operations.

We assure you that we will establish this relationship with you on this project. The team that we have presented has successfully completed many large and small projects together over the last several years. You are assured of working with owners of Construction Services during all pre – construction and construction phases of this project. The size, complexity and nature of the proposed project are well within our means.

Our approach is a proven approach. It does not, and will not compromise the integrity of our client, the construction process or ourselves.

Our bottom line in this project will be simple. We will make your "bottom line" our "bottom line".

We assure you that if we are awarded this contract, we have already made the commitment to its successful completion and that we are in a position to commit the resources necessary to support the project.

We trust that the following proposal is responsive to your request. We welcome the opportunity to meet with you to further discuss our firm or any aspects of this proposal.

If you have any questions or are in need of additional information, please do not hesitate to contact us.

We look forward to working with you on this project.

Sincerely,

Jared Lusk, President
Construction Services, Inc.
718 S. 2nd Ave
Pocatello, Idaho 83201
Phone: (208) 478.6802
Email: jared@constructionservicesinc.net

FIRM DESCRIPTION:

Construction Services, Inc. located at 718 S. 2nd Ave. Pocatello, Idaho was established and is owned and operated by Jared Lusk, Deana Lusk, Shannon Schultz, and Joseph Reams. Jared and Shannon were with Brennan Construction prior to forming Construction Services, Inc. Joe was an owner of Brennan Construction. Jared and Shannon were both superintendents, responsible for the management of major construction projects, and were with Brennan's for over 18 years. We pride ourselves on our ability to build trusting relationships with our clients. The majority of clients that hire our company, turn into repeat clients.

SIZE AND BREAKDOWN OF FIRM PERSONNEL

Construction Services is sized purposefully to allow an owner of the company to manage each project undertaken.

The officers of and Construction Management Licensee are as follows:

- Jared Lusk – President
- Joseph S. Reams, PE – Vice President – CM – 128 – State of Idaho CM License
- Shannon Schultz – Vice President
- Deana Lusk – Secretary/Treasurer

On average, Construction Services has 15 employees all are southeast Idaho residents and completes $10 - $20 million in projects annually. Again, all located in Southeast Idaho. All of our subcontractors are also from Southeast Idaho.

Our company primary philosophy is to make out "clients bottom line our bottom line". We operate very efficiently with low overhead. Our field personnel are very competent, trustworthy, driven, and willing to do what it takes to get the job done. Our top priority is making sure that our clients are satisfied. All project managers of our firm are owners of the company who are willing to put in the extra time and effort to keep projects running smooth and on schedule. This approach allows only a principal of our firm to manage projects. Our approach has served both our clients and us well.

SPECIFIC EXPERIENCE, QUALIFICATIONS, RELATIONSHIPS

Construction Services, Inc. has an extensive history of successfully managing and completing construction projects for the City of Pocatello. The delivery method of Construction Management/General Contractor being used on this project is identical to the delivery methods used on all of the projects that we have engaged in.

The scope of the work for the Pocatello Recycling Center Remodel is well within our capabilities.

Additionally, Construction Services, Inc. has an excellent relationship with Ted Booth, the architect on the project. We have successfully completed over 20 projects with him. Our relationship is based on a mutual understanding that the "client comes first". This means keeping the project within the budgets and completing them on schedule.

Idaho Housing and Finance Association
www.idahohousing.com

May 21, 2021

To Whom It May Concern,

I am pleased to provide this letter of recommendation for Construction Services, Inc., a business I recently had the distinct pleasure of working with. CSI was integral to my organization achieving its goal of creating a large shelter for persons experiencing homelessness, a project with very intentional and specific design and finished material needs. I could not be happier with the finished product, nor could I have had a better experience. I give CSI my highest recommendation to anyone considering their services.

In hiring CSI, IHFA experienced fulfilled promises; high quality craftsmanship; timely communication; thoughtful and appropriate insights, recommendations, and feedback; and a project that was completed within scope, budget, and schedule. CSI was the perfect advocate and partner for us to feel comfortable and to successfully communicate with the architect and design team and tradesmen working on the project. They remained mindful of our intended use of the building to ensure that all design and functional aspects of the site would meet our needs upon completion.

CSI was always readily accessible when questions, change requests, or material selection occurred. They handled change requests professionally and in an expeditious manner, and offer invaluable perspective regarding the most appropriate material to use. They planned and coordinated well throughout the whole process so as to not allow market environments to send us over budget or schedule.

Of additional importance to IHFA, was our ability to remain up to date on, and connected to, the project from the other side of the state due to CSI's excellent communication, staff, professionalism, organization, and availability. Our project included an existing tenant in a portion of the building who never voiced any issue or concern with the major renovation activities carried out by CSI. To a large degree, this speaks to CSI's clean, organized, and considerate team and worksite.

CSI undoubtedly exceeded my expectations for our project. I highly recommend their services to anyone in need of a construction manager/general contractor, and intend to call upon them for their help in the future should the need for similar services arise.

Sincerely,

Brady Ellis

Brady Ellis
VP, Housing Support Programs

P.O. Box 7899, (565 W. Myrtle Street), Boise, ID 83707-1899 • Phone 208.331.4700 • Toll Free 855.505.4700 • Fax 208.331.4802

HealthWest™
Community Health Center

500 South 11th Street, Suite 400 ◦ Pocatello, ID ◦ 83201

PO Box 2377 (83206)

(208) 232-7862 ◦ Fax (208) 232-7869

www.healthwestinc.org

September 30th , 2016

To Whom It May Concern,

We are pleased to provide the following letter of recommendation for Construction Services, Inc.

Based on our recent experience with four very successful new construction and remodel projects completed by Construction Service for Health West, Inc., I highly recommend their services. These projects included our brand new, state of the art Pocatello Medical (2014) and Dental (2015) Health West facilities, a major remodel on our Health West Administrative Offices (2016), and major remodel of our Chubbuck Health West facility (2016).

At Health West we take pride in our new projects, and the delivery and construction of new projects is very important to us. During this work, Construction Services repeatedly demonstrated high professionalism, efficiency, sensitivity to our many project requirements, ability to manage requested changes during the course of the work, and ability work within budget guidelines. We credit Construction Services' prompt and excellent communication to the success of exceeding our goals for all four construction projects.

Throughout of these projects, Construction Services genuinely shared our commitment to the project and helped foster that same commitment with subcontractors. It should be noted that all of our projects have been undertaken with demanding schedule requirements. While working with Construction Services, we were able to quickly establish a high level of trust, which is critical when construction is moving quickly. We were greatly satisfied with the results of all of our projects. The completion was done within budget, and was finished with high quality of workmanship.

I was personally impressed with the efforts and abilities of Construction Services' personnel. With each project, Construction Services brought high energy for the project, strong attention to detail and genuine concern for the well-being of the project. We were always well informed of how the project was going. When issues arose, Construction Services offered practical solutions, and, where changes and costs were involved, they went above and beyond our high, and even exceeded, expectations. When working with Construction Services, I felt that we were always working together for the project's best result.

We highly recommend and look forward to working with Construction services on future projects. We hope that you will give Construction Services your fullest consideration for your project. If you would like to speak directly about our experience with Construction Services please do not hesitate to contact me.

Mindy Benedetti, Chief Executive Officer
Health West Inc.

M Benedetti

American Falls School District

827 Fort Hall Avenue

American Falls, ID 83211

Superintendent: Randy C. Jensen

Phone 208 226-5173 Fax 208 226-5754

April 3, 2019

To Whom It May Concern:

I am writing this letter of recommendation for Jared Lusk and Construction Services. I have been working directly with Jared and Construction Services for the past two years in the construction of a new nine million dollar elementary school.

Jared has been an exemplary construction manager. He is excellent to work with and has excellent communication skills. Jared has communicated important and necessary information in a timely fashion. He clearly understands my questions, ideas and changes.

Jared is very cost conscious. He is diligent at keeping the costs as low as possible without cutting corners. There have not been any surprises throughout this two year process. We have had to make some tough decisions but his guidance has been crucial to our success.

Jared has excellent working relationships with the contractors he works with. As I have talked with them they only have the best things to say about Jared and Construction Services. His ability to schedule and organize his contractors is amazing. The project architects and engineers are excited and relieved to have Jared as the construction manager. In speaking with the architect he stated that this was by far the smoothest of all of his current projects.

All of this success has happened even though this has been a very difficult project. We are building a new school that is integrated with a 55 year old building. Building a school on an open plot of land would have been so much easier. Jared's management has made this difficult project seem a breeze.

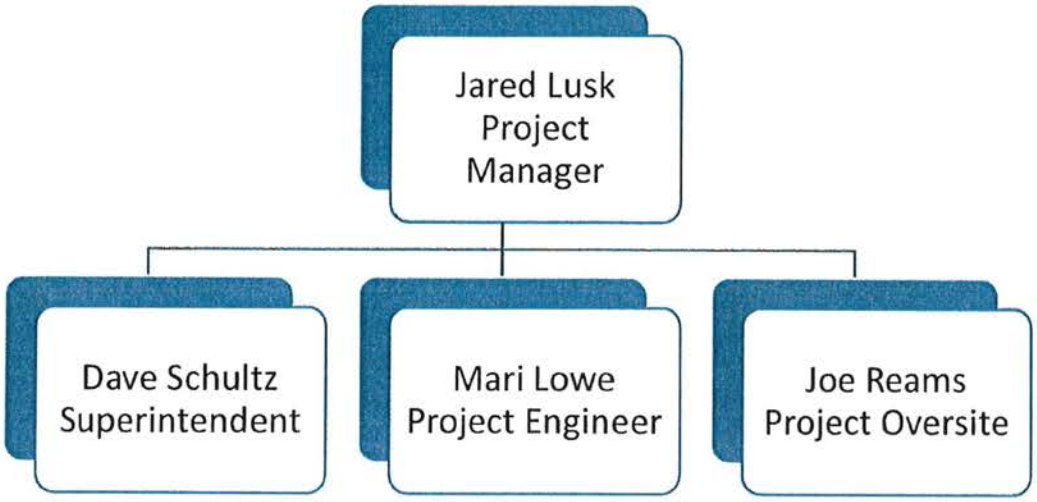
As a superintendent I have many different things to focus my attention. Having Jared and Construction Services has allowed me to focus on students learning and operating the school district. I have never had any worries about how or when the project would be completed. Jared's ability to keep me informed and understand my ideas has made this building project a wonderful experience.

I give Jared Lusk and Construction Services my highest recommendation.

Sincerely,

Randy Jensen
Superintendent

Project Manager and Key Staff:



The Construction Management Team for this project will be as follows:

Project Manager: Jared Lusk
Construction Superintendent: Dave Schultz
Project Engineer: Mari Lowe
Project Oversite: Joe Reams

The size and nature of this project is well within each team member's capabilities.

The project team selected for this project had worked together as a team in different capacities for the last several years. **Jared Lusk** will manage all aspects of the project. **Mari Lowe** will manage the entire process associated with documentation and control aspects of the project.

JARED LUSK - PRESIDENT

August 2011 – Present – Principal/Owner and President of Construction Services, Inc.

A general contractor/construction manager firm in Pocatello, Idaho. Jared is responsible for management of the corporation. He is also responsible for estimating, bidding and project management of specific projects.
See below for projects he has completed in the capacity.

American Falls Elementary School
$8,950,000.00 of new construction.
Connections Credit Union Miscellaneous Renovations
These projects total $1.6 million

Portneuf Health Trust Miscellaneous Renovations
These projects total $1.4 million
Pocatello Street Department Renovations
These projects total $1.9 million
Wells Fargo Bank Underpinning & Renovation
Project total $450,000.00
Health West Clinic/Dental/Administration and Call Center Renovation/Addition
Projects total $3.5 million
ISU Miller Ranch Locker Room Addition
Project total $400,000.00
Pocatello Animal Shelter
Project total $3.5 million

2011 – Present – ISU Light Construction Service Contract
This consists of multiple building renovation and concrete replacement projects throughout the Idaho State University Campus. These projects total **[$3 - $5 million]** annually.

1993 – 2011 Project Superintendent – Brennan Construction
Responsible for all phases of construction on projects for small renovations to new construction of hospitals, schools, office buildings, churches, and motels. Responsibilities included scheduling, subcontractor supervision, craft supervision, and project coordination.
These projects include the following:

- New Elementary School for Lincoln County School District - Afton, Wy - $13 million
- ISU Reed Gym Addition – Pocatello, Idaho - $3 million
- ISU Rendezvous Building – Pocatello, Idaho - $38 million
- Wendell Middle School – Wendell, Idaho - $5 million
- American Falls High School – American Falls, Idaho - $13 million
- Arco Middle School Addition – Arco, Idaho - $2 million
- Barton's Club 93 Renovation - Jackpot, Nevada -$1 million
- 1992 – 1998 – Laborer/Carpenter for Brennan Construction

JOE REAMS - VICE PRESIDENT

August 2011 – Present – Principal/Owner and Vice President of Construction Services, Inc. – Pocatello, Idaho
A general contractor/construction manager firm. Jointly responsible for the management of the corporation and overseeing all projects. Additional responsibilities include, estimating and bidding, and project management related activities associated with specific projects.

July 1990 – December 2011 – Principal/Owner and Secretary/Treasurer of Brennan Construction Co Inc. – Pocatello, Idaho
A general contractor/ construction manager firm. Jointly responsible for the management of the corporation and overseeing all projects. Additional responsibilities include estimating and bidding, and project management related activities associated with specific projects.

August 1985 – July 1990 – Administrative Controls Management Inc. – Ann Arbor, Michigan

Senior Consultant with ACMI, a project/claim management firm. Responsible for claim management analysis, defense, and presentation as well as contract language review and drafting. Responsibilities have included: review and analysis of delay claims; preparation of estimates of damages; assessment of alleged wrongful contract termination; determination if the impact delays have had on craft productivity and planned construction operations; drafting of contracts and contract terms and conditions; and preparation of as – planned (CPM, as built and as – adjusted impacted schedules). Clients have included owners and contractors involved in arbitration, litigation, and negotiations.

August 1985- July 1990 – Eastern Michigan University – Assistant Professor – Construction/Construction Management Program – Ypsilanti, Michigan

Assistant Professor (tenured) responsible for teaching both graduate and undergraduate courses as well as advising. A complete listing of courses taught are shown below:

Undergraduate	Graduate
Surveying	Project Estimating
Construction Drawings	Project Scheduling
Planning and Scheduling	Delays and Claims
Contracts and Documents	Analysis of Commercial Structures
Estimating and Bidding	
Production Controls	
Construction Law	

June 1982 - July 1985 – PriceCo Inc. – Project Manager/Estimator – Pocatello, Idaho

A general contractor/construction manager firm. Responsible for the management of various projects from their conception through their completion. Responsibilities included: quantity and cost estimating, bidding, contracting, purchasing/procurement, project scheduling and cost control, project close out, and if required, project supervision.

April 1980 – June 1982 - Townsend and Bottum, Inc.: JelCo Division – Project Manager – Salt Lake City, Utah

On assignment to Intermountain Health Care with project management responsibilities during the design and construction phase of the $20,000,000.00 St. Anthony Community Hospital. Responsible for the coordination and supervision of all owner contracts. These included contracts with the contractor/construction manager, architect, equipment/furnishing designers and suppliers. These responsibilities involved close contact with the hospital administration and staff to ensure that design was compatible with their needs and that move – in operations were coordinated.

August 1978 – September 1980 – Townsend and Bottum, Inc. – Construction Manager/Project Superintendent – Salt Lake City, Utah

A general contractor/construction manager firm. Assigned to the second phase of the $20,000,000.00 Logan Utah Regional Hospital Project. Responsible for all phases of the project starting in August 1978 and continuing through project closeout. Responsibilities included: project management, construction management, subcontract supervision, craft supervision, and coordination.

May 1977 – August 1978 – Construction Engineer – Logan Hospital Project – Logan, Utah

Assigned to the first phase of the project with responsibility for providing technical support for project and construction planning, scheduling, and budgeting.

August 1976 – May 1977 – Townsend & Bottum, Inc.: Ann Arbor Division – Cost Schedule Engineer – Ann Arbor, Michigan

Assigned to the Bruce Mansfield project, a four – unit, fossil – fired power plant. Responsible for the development of construction schedules and the monitoring of actual versus planned schedule and budget performance.

January 1976 – June 1976 – State of Michigan: Bureau of Management & Budget – Assistant – Ypsilanti, Michigan

Assistant to the construction manager on the Women's Correctional Facility, a $10,000,000.00 project located in Ypsilanti, Michigan. This was the first project in which the State functioned as their own construction manager.

1977- 1980 – Utah State University: Department of Civil Engineering – Instructor – Logan, Utah

Responsible for the teaching of a course on construction engineering. Emphasis was placed on various procedures encountered in the construction industry such as, estimating, bidding, contracts, bonding, insurance, planning, scheduling, accounting, legal aspects, and labor relations.

1975 – Michigan State University: Department of Civil Engineering – Instructor – East Lansing, Michigan

Responsible for teaching a course in construction engineering. The course outline was similar to that used at Utah State University.

EDUCATION:

1974 – 1976 – MSCE, University of Michigan

Majored in construction management and engineering. Education financed by a fellowship for the Michigan Association of General Contractors.

1970 – 1974 – BSCE, University of Notre Dame

Emphasis of study; soils and structures. Dean's List, President of Chi Epsilon, ASCE student chapter. Obtained EIT while at Notre Dame.

In addition to the above, forty course hours work completed between 1986 and 1988 in the University of Michigan Civil Engineering, Ph.D. program. Area of study was Construction Engineering and Management.

PROFESSIONAL MEMBERSHIPS AND AFFILITIONS:

American Institute of Constructors – Life Member
American Association of Cost Engineers
American Arbitration Association
National Association of Industrial Technology

CERTIFICATIONS AND REGISTRATIONS:

Professional Engineer – State of Michigan
Certified Cost Engineer – American Association of Cost Engineers

Certified Constructor – American Institute of Constructors
Appointed Construction Industry Arbitrator – American Arbitration Association

PUBLICATIONS:
Computers in the Construction Curriculum, Journal of Industrial Technology, Vol. 4, No. 2, 1988
Delay Analysis: An Automated Approach. Proceedings of the 19th Annual Seminar/Symposium of the Project Management Institute, 1987 379 – 392.
Delay Analysis: A Systematic Approach, Cost Engineering, Vol. 30, No. 10, 1989
Substantial and Use of the Planned Schedule in a Delay Analysis, Cost Engineering, Vol. 32, No. 2, 1990.

SEMINARS/WORKSHOPS/PRESENATIONS:
Claims and Delay Seminar – A one – to – three – day seminar focusing on construction changes, delays, and liabilities. Seminars have been given to the City of Ann Arbor's Engineering Department, the University of Michigan's Facilities and Construction Management Department, the State of Michigan's Department of Management and Facilities, and Wayne County's (Detroit) Engineering Department.
Delay Analysis Workshop – A workshop presented to the Michigan Construction Users Council, focusing on the analysis of construction delays.
Entitlement and Damages Workshop – A workshop focusing on establishing the entitlement to and the proof of damages resulting from construction claims and delays. This workshop has been presented to the General Motors Corporation's purchasing department, which is responsible for contracting and claims negotiations.
Changes and Documentation Workshop – A workshop focusing on managing construction claims and documenting project activity. This workshop has been presented to the RW Leet Company.
Delay Analysis: An Automated Approach – Presented at the 1987 annual seminar/ symposium of the Project Management Institute.
Cost and Schedule Control Systems - Presentation given to the Chrysler Pentastar Corporation on the advantages to and applications of cost and scheduling controls in the aviation maintenance industry.
Delay Analysis: A Systematic Approach – Presented at the March 1989 regional meeting of the AACE.
Foreman and Supervisors Training Program – A four session training program given to the Great Lakes Fabricators and Erection Association.

DAVE SCHULTZ – SUPERINTENDENT

Dave Schultz has been managing major construction projects for over 12 years. The nature, type, and size of the proposed project are well within his capabilities.
Dave has functioned as the lead field superintendent on the following recent projects.

Aid for Friends Homeless Shelter
Caribou County Courthouse
PMC Demo
VA Clinic
ISU Various Service Contract projects
Pocatello Animal Shelter
Health West Clinic
Health West Dental
Citizens Community Bank Renovation

MARI LOWE – PROJECT ENGINEER

Mari Lowe will manage all project documentation and ensure that a complete set of project records are maintained.

Mari has proven herself to be an invaluable asset to managing, assimilating, and coordinating project correspondence, documentation, RFI's, submittals, change orders, field directives, pay applications, O&M manuals and warranties.

SIMILAR PROJECT EXPERIENCE:



City of Pocatello Fuel Site
Pocatello, Idaho

Owner: City of Pocatello
Architect: Booth Architecture
Ted Booth
(208) 233.4548
Project Cost: $2,300,000.00
Construction Duration: 9 Months

Project Manager: Jared Lusk
Superintendent: Trevor Davis
Project Engineer: Mari Lowe



City of Pocatello Rec Center
Pocatello, Idaho

Owner: City of Pocatello
Architect: Booth Architecture
Ted Booth
(208) 233.4548
Project Cost: $1,400,000.00
Construction Duration: 9 Months

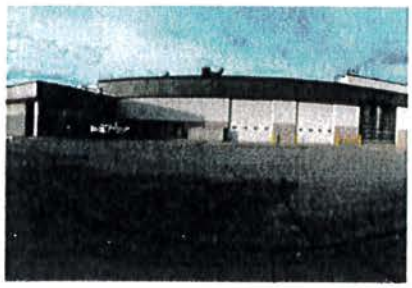
Project Manager: Joe Reams
Superintendent: Trevor Davis
Project Engineer: Mari Lowe



Aid for Friends Homeless Shelter Renovation
Pocatello, Idaho

Owner: IHFA Community Investment Holdings, LLC.
Architect: Meyers – Anderson Architects
Latecia Herzog
(208) 232.3741
Project Cost: $1,700,000.00
Construction Duration: 12 Months

Project Manager: Jared Lusk
Superintendent: Dave Schultz
Project Engineer: Mari Lowe



City of Pocatello Street Department
Pocatello, Idaho

Owner: City of Pocatello
Architect: Booth Architecture
Ted Booth
(208) 233.4548
Project Cost: $2,400,000.00
Construction Duration: 13 Months

Project Manager: Jared Lusk
Superintendent: Spencer Perry
Project Engineer: Mari Lowe

PROJECT APPROACH

Following is an outline of the approach we intend to take in managing this project. We have been very successful in implanting this approach. By clearly communicating and establishing our intent and the scope of work with contractors and suppliers, we will be able to schedule their operations to ensure that the schedule is met.

The following services are anticipated to be an integral part of this project:

- **Pre – Construction Phase Services**
- **Post – Construction (Close Out) Phase Services**
- **Safety Control**
- **Schedule Control**
- **Payment Process**
- **Construction Phase Services**
- **Contracting Procedures**
- **Fee Structure**
- **Home Office Support**

PRE – CONSTRUCTION PHASE SERVICES PROPOSED

We perform continued review of the design drawings and contract documents with the specific intent of evaluating construction methods. Materials and equipment proposed. This constructability analysis is intended to identify potential cost savings as well as minimize design discrepancies prior to construction beginning. Concurrent with the design review, perform value – engineering analysis to determine where cost savings may be realized.

We prepare and update cost budgets and project schedules. We also assist in obtaining permits as required and help pre – qualify and solicit contractors and suppliers for bidding purposes. We will conduct pre – bid conferences and walk – throughs as required. We will receive, evaluate and award subcontracts and purchase orders and prepare final project cost estimates and schedules.

CONSTRUCTION PHASE SERVICES PROPOSED

We coordinate all construction day-to-day activities, utility company activities, and all local and state building authorities. We will monitor and update the project schedule as needed. We will conduct construction and foreman progress meetings, as well as maintain quality control and coordinate inspections and tests.

We will oversee safety of this project. Coordinate, and review costs of changes proposed or required, maintain job cost reports, and prepare, review and submit monthly billings. We will maintain current lien release documentation to protect against further claims.
In addition, we will review and maintain contractor insurance certificates to ensure that proper coverages are in place.

POST CONSTRUCTION (CLOSE OUT) PHASE SERVICES PROPOSED

We assemble as – built drawings, prepare Operation and Maintenance manuals, including warranties, guarantees, contractor/supplier call back lists and manage the callback/warranty items as required. We coordinate training sessions as required for owner personnel and assemble all required lien and project releases.

CONTRACTOR/SUPPLIER RELATIONS

We enjoy an excellent relationship with both contractors and suppliers in the Southeastern Idaho region. We encourage you to contact local firms to confirm this claim.

We believe our ability to solicit and receive truly competitive bids from qualified firms excels that of any other firm in the area. This is extremely important considering the bidding atmosphere that exists at this time.

At this time there is still an ample supply of work. It is important to be able to obtain bids which reflect the true value of the work, rather than what the market will bear.

We will create an atmosphere of safety and cleanliness on this project. Contractors will clearly be expected to do the same.

CONTRACTING PROCEDURES

1. The contract documents will be reviewed by us prior to bidding. To the extent reasonable, discrepancies, omissions, and errors will be resolved prior to bidding.
2. Bid packages will be developed which will clarify the scope of work required of each bidder. They will identify specific responsibilities of each package. The "gray areas" that are typically missed, disputed, or contained in other sections of the documents will be addressed.
3. The bid packages will address all of the project expectations.
4. Bid will be solicited from qualified contractors and suppliers.
5. Bids will be analyzed and reviewed with the owner prior to contract award.
6. The apparent low bidder will be interviewed to ensure that they are in agreement with the project expectations and the bid package scope of work. This is not a process where bids are adjusted; this step provides us with assurances that the bidder intends to comply with the project requirements.
7. Prior to work beginning, the required bonds and insurance certificates will be obtained.

**** THIS SYSTEM IS NOT GUARANTEED TO ELIMATE ALL THE PROBLEMS ENCOUNTERED IN CONTRACTING BUT WILL MINIMIZE THE PROBLEMS THAT TYPICALLY ARISE.****

PROPOSED SCHEDULE

Construction Services, Inc. is in a position to start work on this project immediately. Obviously, the design drawings are preliminary and will need to be refined and completed. Based in the limited information we have been given to work with, we anticipate the project schedule would be as follows:

- **Preconstruction** – This includes completion of design drawings, budget and constructability reviews, preparation of bid documents and bidding. Approximately 90 days
- **Phase 1** – 120 days
- **Phase 2** – 30 days
- **Phase 3** - 90 days

QUALITY CONTROL PROCEDURES

Construction Services, Inc. will implement the following quality control measures on this project:

1. The bid documents subcontractors will use for bidding will outline expectations for quality workmanship. Subcontractors will know before construction starts what is expected.
2. Construction Services, Inc. will have a qualified project superintendent onsite at all times while work is being performed. The superintendent will, among other responsibilities, be responsible for ensuring proper materials and procedures are used while installing new building components.
3. The project manager will inspect work quality while onsite during weekly site visits. Any work determined to be out of spec will be required to be repaired and/or replaced immediately.
4. Construction Services, Inc. will request inspections by the design team during construction as the components and systems are installed.
5. Construction Services, Inc., will hire an independent testing firm for all special inspections.
6. Final inspections will be conducted by the construction manager, design team, city building department and user.

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONSTRUCTION MANAGER

128
License Number

11/02/1998
Original License Issued

This is to certify that

JOSEPH S. REAMS

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 06/30/2025

Licensee Signature

Russell Barron, Administrator

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CERTIFICATE OF AUTHORITY

License issued pursuant to Title 54, Chapter 45, Idaho Code, as amended

CONSTRUCTION SERVICES, INC.

Expiration Date: 06/30/2025

JOSEPH S. REAMS

has fulfilled the requirements for Licensing of Construction Managers in Idaho and may provide and hold itself out as providing Construction Management Services.

Licensee Signature

Russell Barron, Administrator

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

011087 - UNLIMITED - 3- 5
License Number

11/02/2011
Original License Issued

This is to certify that

CONSTRUCTION SERVICES, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 05/31/2025

Licensee Signature

Russell Barron, Administrator

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Construction Solutions Co.

RATERS NAME: Seana Simpson

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES: 14 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ 2019	1-5 POINTS	4
REFERENCE LETTER #2 ✓ 2022	1-5 POINTS	4
REFERENCE LETTER #3 ✓ 2022	1-5 POINTS	4

NOTES:

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5

NOTES: 6 employees

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 Eye & Laser	1-5 POINTS	3
PROJECT #2 Power Co. Hospital ✓	1-5 POINTS	4
PROJECT #3 Attorney Offices	1-5 POINTS	3
PROJECT #4 WPC Building ✓	1-5 POINTS	4
PROJECT #5	1-5 POINTS	-

TAKE HIGHEST 3 (11)

NOTES: 2 municipalities

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: 3D scan
Post Walkthru

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	4

NOTES: 5 months

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	3

NOTES:

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	0

NOTES: Idaho Falls Office

TOTAL POINTS SCORED	42
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Alpine Construction Management

RATERS NAME: Selina Simpson

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	5

NOTES: 18 years, 2006

- **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ 2023	1-5 POINTS	4
REFERENCE LETTER #2 ✓ 2023	1-5 POINTS	4
REFERENCE LETTER #3 ✓ 2023	1-5 POINTS	4

NOTES:

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	4

NOTES: 5 employees

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 Pr Tech	1-5 POINTS	3
PROJECT #2 Bonneville ✓	1-5 POINTS	4
PROJECT #3 Boise Airport ✓	1-5 POINTS	4
PROJECT #4 State Capitol ✓	1-5 POINTS	4
PROJECT #5 BSU College	1-5 POINTS	3

TAKE HIGHEST 3 (12)

NOTES: 3 municipalities

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: In-house team

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	5

NOTES: 4 months

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	3

NOTES: Quality Control Manager

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	0

NOTES: Idaho Falls + Boise

TOTAL POINTS SCORED	44
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Construction Services Inc.

RATERS NAME: Seana Simpson

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	✓	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	✓	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	✓	
PROPOSAL FORM SIGNED AND DATED	✓	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	✓	

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	5

NOTES: 18 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1 ✓ 2021	1-5 POINTS	4
REFERENCE LETTER #2 ✓ 2016 (over 5 yrs old)	1-5 POINTS	3
REFERENCE LETTER #3 ✓ 2019	1-5 POINTS	4

NOTES:

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	4

NOTES: 15 employees, 4 for this project
High Experience levels

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 City Fuel Site ✓	1-5 POINTS	5
PROJECT #2 City Rec Center ✓	1-5 POINTS	5
PROJECT #3 City SI Dept ✓	1-5 POINTS	5
PROJECT #4 Aid 4 Friends	1-5 POINTS	4
PROJECT #5	1-5 POINTS	-

TAKE 3 HIGHEST (15)

NOTES: 3 municipalities
other municipal projects listed throughout

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: Schedule Control
Pre - Post Construction

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	3

NOTES: 8 months + pre-construction

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	4

NOTES: On site @ all times

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	5

NOTES: Pocatello

TOTAL POINTS SCORED	50
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Construction Solutions Co.

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	X	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

#0008709

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES: 14 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1	1-5 POINTS 2022	3
REFERENCE LETTER #2	1-5 POINTS No Date	3
REFERENCE LETTER #3	1-5 POINTS 2019	3

NOTES:

4 letters

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5

NOTES:

Large amount of staff

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1	Idaho Eye	1-5 POINTS	3
PROJECT #2	Power County Hospital	1-5 POINTS	3
PROJECT #3	Beard St. Clair	1-5 POINTS	3
PROJECT #4	WPC	1-5 POINTS	4
PROJECT #5		1-5 POINTS	

Only 3 scored

NOTES:

1 municipality (WPC only)

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES: 3D scan +1

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	4

NOTES:

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	4

NOTES: 5 months start May 2025 end Oct 2025

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	

NOTES: Located in Idaho Falls

TOTAL POINTS SCORED	36
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Alpine Construction Management

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	X	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

#17357

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES: 18 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1	1-5 POINTS 2023	4
REFERENCE LETTER #2	1-5 POINTS 2023	4
REFERENCE LETTER #3	1-5 POINTS 2023	4

NOTES: Most recent reference letters

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	4

NOTES: 5 staff members listed

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 Port Valley Tech	1-5 POINTS	~~5~~
PROJECT #2 Bonneville Transp.	1-5 POINTS	~~5~~
PROJECT #3 Boise Airport	1-5 POINTS	5
PROJECT #4 Capital Building	1-5 POINTS	5
PROJECT #5 BSU	1-5 POINTS	5

Only 3 Scored

NOTES: Lots of municipal experience

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	2

NOTES:

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	4

NOTES: 4 months

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	4

NOTES:

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	

NOTES: Located in Idaho Falls & Boise

TOTAL POINTS SCORED	45
TOTAL POINTS POSSIBLE	70

QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES - RECYCLING REMODEL
SCORING MATRIX

VENDOR NAME: Construction Services, Inc.

RATERS NAME: Teresa

CORRECT SUBMITTAL PROCEDURE	YES	NO
MET SUBMITTAL DEADLINE @ PROPER LOCATION	X	
PROPOSAL MARKED "CONSTRUCTION MANAGEMENT SERVICES PROPOSAL"	X	
1 ORIGINAL & 3 COPIES SEALED IN OPAQUE PACKAGE	X	
PROPOSAL FORM SIGNED AND DATED	X	
COPY OF CURRENT PUBLIC WORKS CONSTRUCTION MANAGER LICENSE	X	

#128

SCORED SELECTION CRITERIA

- **BRIEF FIRM DESCRIPTION**

NUMBER OF YEARS COMPANY HAS BEEN IN OPERATION	1-5 POINTS	4

NOTES:
18 years

- **PAST PERFORMANCE**

REFERENCE LETTER #1	1-5 POINTS 2021	3
REFERENCE LETTER #2	1-5 POINTS 2016	2
REFERENCE LETTER #3	1-5 POINTS 2019	3

NOTES:
Some letters older

- **PROJECT MANAGER AND KEY STAFF**

EXPERIENCE OF KEY PERSONNEL, EDUCATION, TRAINING	1-5 POINTS	5

NOTES:
15 employees

- **SIMILAR MUNICIPAL PROJECT EXPERIENCE**

PROJECT #1 Poc Fuel Site	1-5 POINTS	5
PROJECT #2 Rec Center	1-5 POINTS	5
PROJECT #3 Aide for Friends	1-5 POINTS	5
PROJECT #4 Poc Street Dept	1-5 POINTS	5
PROJECT #5	1-5 POINTS	

NOTES:
lots of local municipality experience

- **PROJECT APPROACH**

OVERALL APPROACH FOR THIS PROJECT	1-5 POINTS	3

NOTES:

- **PROPOSED SCHEDULE**

TIMEFRAME FOR PROJECT	1-5 POINTS	3

NOTES:
11 months

- **QUALITY CONTROL PROCEDURES**

QC PROCEDURES FOR THIS PROJECT	1-5 POINTS	4

NOTES:

- **LOCALFIRM**

IS THE FIRM BASED IN THE CITY OF POCATELLO	0 OR 5 POINTS	5

NOTES:
Pocatello office

TOTAL POINTS SCORED	47
TOTAL POINTS POSSIBLE	**70**

CITY OF POCATELLO

Sanitation Services Department

#20(a)

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Procurement:
Two (2) Peterbilt Roll-Off Refuse Trucks

It is my recommendation that the City of Pocatello Street Services piggyback the competitively bid Sourcewell Contract #032824-PMC with Peterbilt Motors Company for the purchase of two (2) new Peterbilt 567s with Galbreath bodies. The vendor has agreed to allow us to piggyback this procurement at the cost of $269,671 each, for a total expenditure of $539,342. This amount has been budgeted for in the FY25 Sanitation Services budget.

The paperwork from Peterbilt Motors Company and Refuse Equipment honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

20(a)

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 30, 2025

Re: Cooperative Purchasing on Sourcewell Contract #032824

I have reviewed the above referenced Sourcewell Contract and quote with Peterbilt Motors Company for procurement of two (2) new Peterbilt 567's with Galbreath bodies, and have no legal concerns with the Council approving the purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

Peterbilt Of Utah (P250)
1910 S. 5500 West
Salt Lake City, Utah 84104

Doug Jarvis
Cell Phone:
Office Phone: 801-486-8781
Email: djarvis@jgpete.com

City Of Pocatello
1121 S 2Nd Ave
Pocatello, Idaho 83201
United States of America

Searra Simpson

Office Phone: 2082346250
Email: ssimpson@pocatello.us

Vehicle Summary

Unit

Model:	Model 567
Type:	Full Truck
Description 1:	Roll Off Chassis
Description 2:	CY2025

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Roll-Off
Length (ft):	26
Height (ft):	12
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	18740
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	50
Class B (Hwy/Mtn)	50
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	263
Overhang (in):	75
Fr Axle to BOC (in):	68.2
Cab to Axle (in):	194.8
Cab to EOF (in):	269.8
Overall Comb. Length (in):	385.23

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005671	S	**Model 567** The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	**14,800**
0091180	O	**Refuse, Scrap, Recycling**	**0**
0093035	O	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	**0**
0095090	O	**Roll-Off** A rectangular open top dumpster which utilizes wheels and a hydraulically operated bed to roll the dumpster off the truck body onto the ground. Commonly used to transport construction, demolition waste, and other waste types.	**0**
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	**0**
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	**0**
Frame & Equipment			
0514020	O	**10-3/4" Steel Rails 355-384"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	**535**
0601500	O	**Full Steel Inner Liner**	**777**
0611250	O	**Heavy-Duty Iron Front Spring Brackets** With Front Air Leaf the front spring bracket is iron but not the shackle bracket	**35**
0611790	S	**Aluminum Frame Rail Crossmembers** Excludes suspension	**0**
0644090	O	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	**-64**
0651090	O	**Omit Rear Mudflaps and Hangers**	**-25**
Front Axle & Equipment			

Sales Code	Std/ Opt	Description	Weight
1011890	O	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	137
1114030	O	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	119
1243020	O	**Power Steering Sheppard SD110 Dual Gear** Steering vocational and heavy haul vehicles with front axle ratings of 16,000 to 18,000 lbs. in single gear applications. Glidekote splines on steering shaft extend service life of components.	143
1250250	O	**Power Steering Reservoir Frame Mounted w/Cooler** A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354850	O	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	42
1354870	O	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	97
1380070	O	**Greasable Front Spring Pins**	0
1380290	O	**Bendix Air Disc Front Brakes** Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380380	S	**Tenneco Shocks For Steer Axle** Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	15
1391480	O	**Pad Dust Shields for Air Disc Brakes; Front Axle** Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1526120	O	**Meritor RT46-160 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear	634

Sales Code	Std/ Opt	Description	Weight
		axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
1616305	O	**PHP10 Iron Preset + Hubs - Air Disc**	0
1616310	O	**Severe Service Disc Brake Rotor** Severe Service Disc Brake Rotor for refuse applications.	14
1660040	O	**Pad Dust Shields for Air Disc Brakes,** Drive Axle(s)	0
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
1680500	O	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	O	**Stability System Not Selected Or Not Available**	0
1682430	O	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	-30
1683245	S	**Tire Pressure Monitoring System**	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687040	O	**Air Disc Rear Brakes, Tandem Drive Axle** Includes Automatic Slack Adjusters.	0
1687090	O	**Diff Lock Tandem Axles** With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1704890	O	**Ratio 4.89 Rear Axle**	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system	223

Sales Code	Std/ Opt	Description	Weight
		easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	
1921475	O	**Shock Absorbers For HMX EX Suspension**	31

Engine & Equipment

2075810	S	**PACCAR MX-13 455@1600 GV@2200 1650@900** (2024 Emissions) N20700 AA003 68....CC MAX TARGET SPEED N20800 AA004 10....CC MIN ENABLE SPEED N22000 AA005 OFF...DYNAMIC CC ENABLE N20830 AA006 MT....MULTI TORQUE IN CC N21930 AA009 0.....DRIVER REWARD VEH SPD BONUS N21940 AA010 -5....DRIVER REWARD VEH SPD PNLTY N21920 AA013 BOTH..OFFSET MODE N21950 AA015 3.....MIN SPEED FOR DR SHIFT AID N21960 AA016 1.....DSA LOWEST ACTV GEAR N21970 AA017 6.....DSA HIGHEST ACTV GEAR N21640 AA019 YES...EIST PARK BRAKE RESET ENABLE N21910 AA022 30....EIST LO CLNT TEMP OVRRDE N20870 AA023 80....EIST HI AMBAIR TEMP OVRRDE N20860 AA024 39....EIST LO AMBAIR TEMP OVRRDE N20900 AA025 5.....EIST PTO MAX IDLE TIME N20840 AA026 5.....EIST PARKED MAX IDLE TIME N20850 AA027 5.....EIST STANDSTILL IDLE TIME N20910 AA029 YES...EIST RESET FROM ENG LOAD N21170 AA030 NO....EIST OVERRIDE FROM ENG LOAD N21190 AA031 0.....EIST EXPIRATION DISTANCE N21230 AA032 YES...EIST ACCEL PEDAL RESET N21240 AA033 YES...EIST SERVICE BRK RESET N21250 AA034 YES...EIST CLUTCH PEDAL RESET N21260 AA035 YES...EIST PTO OVERRIDE N20770 AA037 4.....DSL SPD OFFSET N20760 AA038 2.....AUTO RTRDR VEH SPD OFFSET N20750 AA039 0.1...TIME DELAY FOR RTRDR ACT N20940 AA042 1900..FIC MAX ENG SPEED N22080 AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN N22090 AA044 750...CAB/REM: CUSTOM PRESET 1 N22100 AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN N22110 AA046 850...CAB/REM: CUSTOM PRESET 2 N22120 AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN N22130 AA048 950...CAB/REM: CUSTOM PRESET 3 N22010 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC N22020 AA050 0.....CAB: CUSTOM PRESET 1 N22030 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC N22040 AA052 0.....CAB: CUSTOM PRESET 2 N22050 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC N22060 AA054 0.....CAB: CUSTOM PRESET 3 N20990 AA055 OFF...CAB: CLUTCH INTLK N21010 AA058 ON A..CAB: PARK BRK INTLK N21030 AA057 ON A..CAB: NEUTRAL INTLK	0

Sales Code	Std/ Opt	Description	Weight
		N21150 AA059 ON A..SER BRK INTLK: NO PTO N21130 AA060 OFF...CAB: PRESET +/- SWITCH TYPE N21180 AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL N21120 AA062 2000..CAB: MAX ENG SPD- SW CTRL N21020 AA063 6.....CAB:MAX VEH SPEED N21200 AA064 650...CAB: MIN ENG SPD N21220 AA065 800...CAB: DEDICATED PRESET (-) N21270 AA066 900...CAB: DEDICATED PRESET (+) N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO N21990 AA069 YES...PTO REM PEDAL ENABLE N21600 AA070 OFF...REM: CLUTCH INTLK N22140 AA071 OFF...REM: CUSTOM INTLK N21700 AA072 ON AD.REM: NEUTRAL INTLK N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL N21110 AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT N21320 AA076 650...REM: MIN ENG SPD N21290 AA077 800...REM: DEDICATED PRESET (-) N21490 AA078 900...REM: DEDICATED PRESET (+) N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE N20690 AA086 68....MAX ACCEL PEDAL VEH SPD N21300 AA087 0.....VSL EXPIRATION DISTANCE N21310 AA088 100...LRSL SPD LMT N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL N20710 AE002 650...IDLE TARGET N20930 AE003 ON....FIC ENABLE/DISABLE N22070 AA056 OFF...CAB: CUSTOM INTLK N22170 AQ001 4.....PCC Max Negative Offset (AQ0 N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091120	S	**EMUX Electronics Architecture**	0
2091310	O	**Engine Idle Shutdown Timer Disabled**	0
2091372		**Eff EIST NA Expiration Miles**	0
2091640		**Effective VSL Setting NA**	0
2092013	O	**Typical Operating Speed 60 MPH**	0
2092027	O	**MX Retarder State Cruise Control On** (Manual Mode Engine Parameter)	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092065	O	**PTO Mode Control - CAB Station**	0
2092079	O	**Decline Driver Performance Assistant**	0

Sales Code	Std/ Opt	Description	Weight
2092083	O	**Engine Monitoring Protection - Shutdown** (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and then engine shutdown to avoid damage to the engine.	0
2092089	O	**Enable Engine Regeneration In PTO Mode**	0
2092091	O	**Enable Fan Assist With Engine Regeneration In PTO** Mode; MX Engines Only	0
2140410	S	**Engine Brake Controls Located on RH Column**	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	0
2140670	O	**EPA Emission Warranty**	0
2140700	S	**EPA Engine Idling Compliance**	0
2140940	O	**Exterior Notification of Regen Required Includes** Horn and Lights Flashing	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522080	S	**PACCAR Premium Starter - MX Engines Only** PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539720	S	**Low Voltage Disconnect System**	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	3
2621000	O	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2738410	S	**WABCO 25.9 CFM Air Compressor, MX only** WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	0
2811160	S	**Compression Brake, MX** The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated	0

Sales Code	Std/ Opt	Description	Weight
		Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	
2921180	S	**PACCAR Fuel/Water Separator On Engine** Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0
3281680	O	**Dual Pre-Cleaners, Under Hood Mounted,** Self Cleaning	0
3291680	S	**(1) Air Cleaner Firewall Mounted** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367160	S	**Exhaust Single RH Side of Cab** DPF/SCR RH Under Cab, Single Module	0
3387880	O	**7" Dia Chrome Plated Steel Standpipe(s) IPO 5"**	4
3387890	O	**36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)**	4
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	528
4210870	O	**RPL20 Driveline Interaxle** Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commericial vehicles and are permanetely lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	0
4211370	O	**RPL25 SD Driveline, 2 Midship Bearings** All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	225
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	0
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	11
4252170	O	**Auto Neutral Activates With Parking Brake**	0

Sales Code	Std/ Opt	Description	Weight
		Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	
4252530	O	**Transmission Preselect 6 To 6 IPO 6 To 4**	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	0
4252940	O	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0
4256920	O	**Dash Mounted Push Button Shifter** Available with Allison transmissions	0
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0
Air & Trailer Equipment			
4510210	O	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	6
4520420	O	**Pull Cords All Air Tanks**	1
4540420	S	**Nylon Chassis Hose**	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0

Sales Code	Std/ Opt	Description	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.	
4611850	O	**Omit Standard Trailer Connection Package** Omits 12' AE lines, hose tenna, hand valve	-28
4611930	O	**Body Connections 5' BOC** Junction box contains light and power circuits for body connections located 5' from back-of-cab	6
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	0
Tires & Wheels			
5064020	O	**FF: BR 18ply 385/65R22.5 M864** Efficiency Rating: Poor Diameter= 42.9 inches; SLR= 19.8 inches	116
5104750	O	**RR: CN 16Ply 11R24.5 Conti HDR2+**	168
5190008	S	**Code-rear Tire Qty 08**	0
5220090	O	**FF: Alcoa 823628 22.5X12.25 High Polish** Aluminum; 2.75 inch inset.	-10
5320540	O	**RR: Alcoa 98U637 24.5X8.25 High Polish** Aluminum, Ultra ONE technology.	-120
5390008	S	**Code-rear Rim Qty 08**	0
Fuel Tanks			
5534100	O	**23" Aluminum 70 Gallon Fuel Tank LH U/C** Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
5602070	O	**Location LH U/C 70 Gallon**	0
5652340	O	**Heavy-Duty Fuel Tank Step Reinforcements**	5
5652740	O	**S Brace Fuel Tank Step Support**	0
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	**DEF To Fuel Ratio 2:1 Or Greater**	0
5653000	O	**Polished Stainless Steel Cover For DEF Tank**	0
5655019	S	**DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal**	0

Sales Code	Std/ Opt	Description	Weight
5760010	O	**RH Tank None Furnished**	-86
Battery Box & Bumper			
6010780	O	**Aluminum Space Saver Battery Box RH BOC** Battery access from side	-60
6040550	S	**Aftertreatment Aluminum Non-Slip Cab Entry** Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121120	O	**Steel Bumper Swept Back Chromed** Two tow points	40
6132450	O	**Heavy Duty External Tow Eye** IPO Standard, N/A With FETPO	42
6132880	O	**Front Bumper Step**	0
Cab & Equipment			
6515690	S	**Vocational 115" BBC Alum Cab and Metton Hood SBFA** Stainless crown and grille with tilt assist.	0
6540160	O	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
6700000	S	**No Sleeper Selected**	0
6800330	O	**Rubber Fender Lips 4.5" Wide**	6
6914110	O	**Sears Atlas 80 Driver Seat** Sears Atlas 80 driver seat top with contoured backframe structure with contoured seat pans, 3 seat extension positions, 3 seat tilt positions, quad-chamber air lumbar - height adjustable, high-back, ergonomic 22" wide "luxury style" seat, full recliner backrest, stabilizer double locking slides/isolator package with 9" slide travel and 2" isolation, Atlas togglelink suspension with flat floor riser and vinyl suspension skirt. Available in mordura cloth or Ultraleather upholstery, optional driver or passenger swivel and your choice of armrest kits.	15
6921740	S	**Peterbilt ST Non-Adjustable Passenger Seat** Standard vinyl, no suspension cover, no seat back recline.	0
6930500	O	**Drivers Armrest - RH Only**	2
6930800	O	**Black Seat Color IPO Standard Color**	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	0
6939110	O	**Toolbox Under Passenger Seat** Non-Suspension Seat	11
6939130	O	**Tow Hook Holders Mounted** Requires toolbox under passenger seat, code 6939110.	6
6939400	S	**Air Ride Driver**	0

Sales Code	Std/ Opt	Description	Weight
6939420	S	**High Back Driver**	0
6939510	S	**Non-Air Ride Passenger**	0
6939520	S	**High Back Passenger**	0
6939570	S	**Vinyl Passenger**	0
6939600	O	**UltraLeather Driver (Atlas Only)**	0
7000025	S	**Steering Wheel With Multi-Function** Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001580	O	**Vanity Mirror on Inside Sunvisors** For use with ProBilt 1.9, Prestige (1.9 & 2.1) or Premier (2.1) interiors.	0
7037130	S	**Prestige Interior - Sterling Gray** Features single tone dash with tough, scratch resistant materials including soft touch points on top of dash. Top of dash, door panel uppers, and kick panel are charcoal to conceal dirt and mitigate wear. Includes unique technical grained A,B, C & D instrument panels with contoured doorpads, padded fabric headliner and vinyl wall panels. Superior ergonomics are achieved while maximizing productivity featuring: multiple power ports, (2) coat hooks, header-mounted domelight, power lift driver and passenger windows, LH and RH door mounted map pockets with built-in courtesy lights, driver and passenger dome/reading lights and footwell lighting. Comfort features include automatic temperature HVAC controls, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, rubber flooring, (3) inside sunvisors, integrated "dead pedal, cup holder and map bin in dash.	0
7110680	O	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	6
7210420	O	**Dark Window Tint IPO Standard Tint - Day Cab**	0
7210540	S	**Day Cab Rear Window** Day cab rear window flush to back of cab.	0
7210550	S	**1-Piece Glass Rear Cab Window Fixed**	0
7230060	S	**1-Piece Curved Windshield**	0
7230360	S	**Power Door Locks and Power Window Lifts** Standard	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner**	0

Sales Code	Std/ Opt	Description	Weight
		With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	
7330880	O	**Additional Fine Particulate Filter For HVAC Syst** 3 micron filtration. For use in extreme high dust applications. Not available with Ember filter 7330890.	1
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	8
7510060	O	**Aero Rear View Mirror Housing, Bright Finish**	3
7514010	O	**Peterbilt Aero Rear View Mirror, Motorized** Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	**Look Down Mirror Over Passenger Door** with Black Housing	0
7610500	S	**Air Horn Mounted Under Cab**	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	0
7728050	O	**USB Port**	0
7788335	S	**Global Telematics Hardware**	0
7850015	O	**Rear Wall Deep Record/Map Pocket**	2
7851040	O	**Removable Bugscreen Behind Grille**	2
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0
7852020	O	**Cab Air Suspension**	15
7852050	O	**Auto Reset Circuit Protection** Daycab and Sleeper	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900320	O	**Fire Extinguisher, Mounted Inboard Driver Seat** Hazmat approved UL listed/rated ABC	8
7900401	O	**Cruise Control Inactive With Wipers On**	0
7900403	O	**Cruise Inactive At Wiper Speed 6 Only** Only available with 7900401	0

Sales Code	Std/ Opt	Description	Weight
7900560	O	**Exterior Audible Alarm, Park Brake Not Set** With door open; city horn.	0
7901130	O	**Backup Alarm (107 DB)**	3
8011470	O	**Engine Oil Temperature Gauge** 52mm round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	0
8011800	O	**Drive Axle #1 Front Oil Temperature Gauge** Located in Digital Cluster Display.	0
8011810	O	**Drive Axle #2 Rear Oil Temperature Gauge** Located in Digital Cluster Display.	0
8011850	O	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0
8012240	O	**Guard(s) For Rear Axle Heat Gauge**	2
8021800	S	**Air Filter Restriction Pressure Gauge** Located in Digital Cluster Display	0
8021810	S	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	0
8021830	O	**Increased Air Filter Full Indication** For air filter restriction gauge	0
8070000	O	**Disable Brake Light With Engine Brake**	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	1
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0
8070820	S	**Engine Percent Torque** Located in Digital Cluster Display	0
8070830	O	**Main Instrumentation Panel** Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
8071900	O	**Manifold Pressure Gauge** 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	2
8072560	O	**(1) Additional Dash Switch With Wiring** (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0

Sales Code	Std/ Opt	Description	Weight
8073040	O	**(1) Additional Electric Over Air Switch** On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	0
8110070	S	**Headlights Projector Module Pod** Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120990	S	**(5) Marker Lights, Aero LED** On roof, visor, or fairing	0
8132215	O	**(2) LED Strobe Lights Roof Mounted** (2) LED strobe lights roof mounted on each side of the cab with stainless steel brackets. LED technology provides continual heavy-duty use in the toughest conditions with a weatherproof and vibration resistant design for external use. Offering four times the brightness in a more compact housing, 4.5" shorter and 3" smaller in diameter. Classified as a Class 1 light incandescent light.	10
8133960	S	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	**Self-Canceling Turn Signal**	2
8140080	O	**LED Stop/Turn/Tail/Backup** Bracket mounted left-hand / right-hand end of frame	20
8140850	O	**Moveable EOF Crossmember For Mounting Tail Lights** Square end of frame with or without end of frame crossmember	2
8151190	O	**(2) Load Lights, LED, Flush Mounted Low Inboard** Back of cab / back of sleeper	4
Paint			
8500710	S	**Standard Paint Color Selection**	0
8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0
Shipping Destination			
Options Not Subject To Discount			
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0
9400092	S	**PACCAR MX Standard Coverage** 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9407147	O	**Fuel Price Index Factor $0 NET**	0
9408529	O	**Allison Surcharge 4000 Series Transmission**	0

Sales Code	Std/ Opt	Description	Weight
9408656	O	**SmartLINQ RD/OTA 5YR Sub** PACCAR MX Engines	0
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	0
9408937	O	**PDI After Body Upfit**	0

Miscellaneous

9409001	S	**Day Cab / Prestige Interior (DM)**	0
9409062	O	**State Of Registry: Idaho**	0
9409645	O	**Model Year 2025 Engine**	0
9409689	O	**Peterbilt Motors Company**	0
9409749	O	**2024 Series Emissions Engine**	0
9485738	U	**PREMIUM MX-11/MX-13 <=455HP 7 year or 100,000 miles**	0
9485904	U	**PRM AFTERTREATMENT MX-11 7 YRS / 100,000 MI**	0

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight (lbs)	18,616

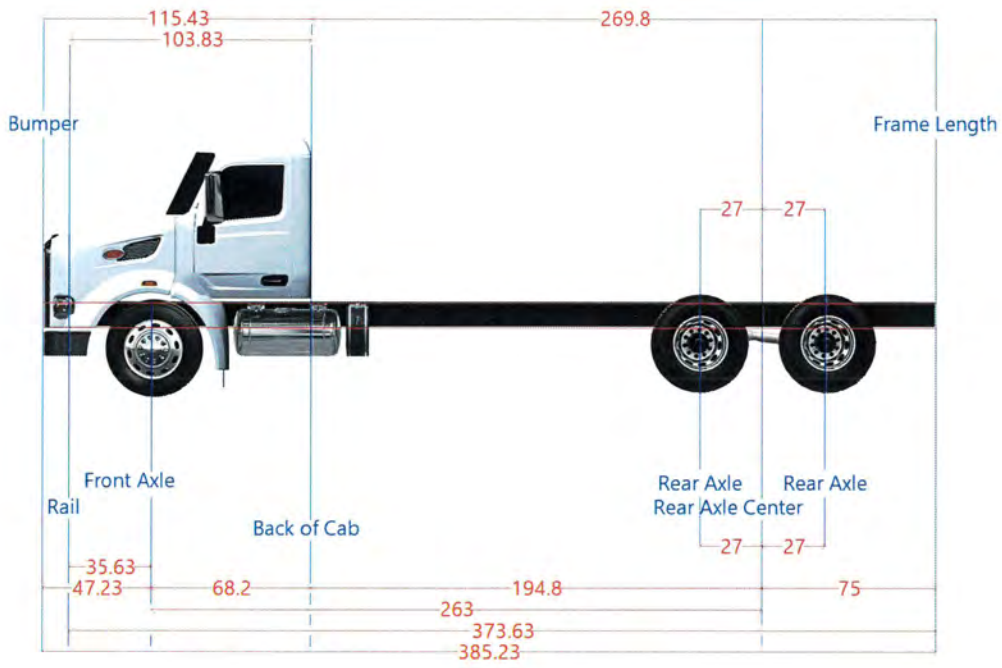
Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	236	290
Bumper to Back of Cab	115.43	-47.23	68.2
Bumper to Front Axle	47.23	-47.23	0
Bumper to Front Frame	11.6	-47.23	-35.63
Cab to End of Frame	269.8	68.2	338
Cab to Rear Axle	194.8	68.2	263
Effective Bumper to Back Of Cab	115.43	-47.23	68.2
Frame Length	373.63	-35.63	338
Front Axle to Back of Cab	68.2	0	68.2
Front of Frame to Axle	35.63	-35.63	0
Load Space	269.8	68.2	338
Overall Length	385.23	-47.23	338
Overhang	75	263	338
Pusher Offset #1	0	236	263
Pusher Offset #2	0	236	263
Pusher Offset #3	0	236	263
Tag Offset	0	263	290
Wheelbase	263	0	263

REFUSE
EQUIPMENT SALES

PRESIDENT: MARDEN SPENCER
REFUSE EQUIPMENT SALES
2255 SOUTH 5370 WEST
SALT LAKE CITY, UT 84120
Toll Free: (866) 673-3873
Office: (801) 956-2757
Cell: (801) 580-0659
Fax: (801) 956-2785
Email: MSpencer@utahtank.com

INVOICE

INVOICE NUMBER	0
INVOICE DATE	12/31/2024
OUR ORDER NUMBER	0
YOUR ORDER NUMBER	
TERMS	
SALES REP	
SHIPPED VIA	
FOB	
PREPAID OR COLLECT	

SOLD TO: Doug FOR POCATELLO
2405 Garrett Way
Pocatello, Idaho 83201

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Galbreath Roll-Off Hoist		
	Model U5-EX-174 (NOTE THEY BID U5-OR-174That is Non Extendable Tail)		
	That is Cheaper. You want Extendable		
	Two (2) 6" Single Stage Lift Cylinders		
	Hoist up Alarm with Single Light		
	Pintle Hitch Ready Apron		
	Inside and Outside Controls		
	Mud Flaps 1850 Operating Pressure		
	Heavy Duty Rear Hinge Assembly		
	Hydraulic Tube Plumbing in Sub Frame		
	Mine does not Have ICC Bumper YOU do not need one for EXTENDABLE TAIL		
	Direct Mount Pump		
	Automatic Front Container Spring Loaded Locking System		
	Rear Hold Downs Nylon In lieu of Stationary. (Which do you want. On there First		
	Page they have "Stationary & second page they have Nylon		
	2 yr Warranty on Hydraulics		
	Sight Gauge on Reservoir. 50 gal Side mount Tank		
	MINE IS MOUNTED AT FACTORY SO I HAVE HUCK BOLTs		
	THERES IS STANDARD BOLTS MINE IS BETTER		
	Tandem Poly Fenders		
	Direct Mount Pump		
	Bumper with Recessed Lights		
	48" Tool Box		
	Hot Shift P.T.O. Wet Spline		
	(2) ea sets of Auxiliary Fold down Stops Is included which theres is not		
	DOUBLE ACTING HYDRAULIC QUICK DISCONNET AT REAR		
1	Pioneer Tarping System Rack & Pinion Strong Arm		
	With Hydraulic Gantry		
	INTEGRATED CONTROLS & MOUNTED AT FACTORY		
1	PRICE INCLUDES DRIVE OUT & DELIVERED		
	PAINTED BLACK AT FACTORY WITH ALL DECALS		
	TOTAL		$85,669.00
	MINE HAS INTEGRATED CONTROLS WHICH I DO NOT SEE ON THERES		
	I HAVE BEEN A GLABREATH DEALER SINCE 1973 PROVIDING YOU		
	HOISTS FOR A LONG TIME. MINE WILL BE THE SAME AS I HAVE		
	PROVIDED BEFORE WITH ALL UPDATES		
	I HAVE ATTACHED A STANDARD BID SPEC SHEET WHICH SHOWS		
	ALL STANDARD SPEC. WHICH THEY HAVE USED ON SOME ITEMS		

THANK YOU FOR YOUR BUSINESS!

DocuSign Envelope ID: 9BB83347-9852-442D-ABE7-863BAFA32866

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

7/5/2024 | 11:29 PM CDT

Date: _____

Peterbilt Motors Company

DocuSigned by:
DD52CB0924194DD...

By: _____

Phill Hall

Title: National Fleet Sales Manager

7/5/2024 | 2:26 PM CDT

Date: _____

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Peterbilt Motors - MD Sales
Does your company conduct business under any other name? If yes, please state:	TX
Address:	3200 Airport Road Denton, TX 76205
Contact:	Phillip Hall
Email:	phillip.hall@paccar.com
Phone:	940-367-5665
Fax:	940-367-5665
HST#:	

Submission Details

Created On:	Thursday February 08, 2024 08:16:30
Submitted On:	Thursday March 28, 2024 09:59:08
Submitted By:	Phillip Hall
Email:	phillip.hall@paccar.com
Transaction #:	7e53e445-46c2-4228-b451-099b1f022cfa
Submitter's IP Address:	71.14.148.40

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")	Peterbilt Motors Company
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):	8K065
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205
6	Proposer website address (or addresses):	http://www.peterbilt.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):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497

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.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry s most durable and reliable trucks, assembled to the highest quality standards by the industry s proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.

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.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership PACCAR had an outstanding year in 2022. The company's revenues of $28.82 billion and net income of $3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record $13.17 billion. PACCAR's financial performance has enabled the company to declare $8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of $588.9 million, including $6.22 billion of new loan and lease volume. In 2022, capital investments were $505 million and research and development expenses were $341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights • Worldwide net sales and revenues were $28.82 billion in 2022 compared to $23.52 billion in 2021, primarily due to higher truck and parts revenues. • Truck sales were $21.49 billion in 2022 compared to $16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. • Parts sales were $5.76 billion in 2022 compared to $4.94 billion in 2021 reflecting higher demand and price realization in all markets. • Financial Services revenues were $1.51 billion in 2022 compared to $1.69 billion in 2021, primarily due to lower used truck sales. • In 2022, PACCAR earned net income for the 84th consecutive year. Net income was $3.01 billion ($5.75 per diluted share) in 2022 compared to $1.87 billion ($3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. • Capital investments were $505.0 million in 2022 compared to $511.8 million in 2021. • After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. • Research and development (R&D) expenses were $341.2 million in 2022 compared to $324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
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.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform 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. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. • The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) • Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) • Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) • Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.
20	What percentage of your sales are to the governmental sector in the past three years	2%
21	What percentage of your sales are to the education sector in the past three years	<1%
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?	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell. Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.
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 *
Kent County Road Commission	Steve Roose	616-481-5368
Montcalm County Road Commission	Mark Christensen	616-835-6654
McHenry County DOT	Benjamen Justen	815-334-4977
Village of Northfield Illinois	John Rikje	224-707-2645
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583

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 *
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	$955,750
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	$2,018,482
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	$1,854,965
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	$930,620

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.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium- Duty Sales Council.
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.
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 will be coordinated and managed by an authorized Petertbilt Dealer sales person.

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.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer s ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Sirice 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt s dealer locator on the company s website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt s dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & 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?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.
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 - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US 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.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
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.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

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.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535,536,537,548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel.

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate
satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt s proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum
comfort while also reducing emissions and lowering fuel costs.
The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When
the engine is off, SmartAir provides quiet, effi cient, high-power cooling capacity for up to 10 hours on a single charge.
Peterbilt s SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD
display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt s existing sleeper HVAC systems, resulting in increased cooling performance,
enhanced reliability, reduced maintenance and lower overall operating costs. SmartLinq:
SmartLINQ and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilizes forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead.
Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HIDs provide
the best available forward visibility, while LEDs provide superior wide-range/close-range lighting Predictive Cruise:
Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns.Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for it's frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.
Standard technology on Peterbilt trucks that provide value to fleets:

FRAME
Steel rails with gussets to maximize RBM.
Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames.
Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.
Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
Silicone radiator and heater hoses enhance value, durability and reliability.
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
Constant tension and torque band clamps reduce leaks.
Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.
Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.
This design improves reliability and offers increased functionality.
Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
Braided chassis harness cover provides durability.
Convoluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability.
Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
One piece roof reduces potential for leaks.
Lap seam construction and aircraft fasteners has greater clamp load than rivets.
Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance.
Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR
LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior.
Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT
Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

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.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over $1,11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested $800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including $35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company s manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
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.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
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.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
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?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
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?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.
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.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.
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?	No.

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.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be $10,000+ in list price. Aggressive deep-lug all terrain tires can add $5,000+. For BEV battery pack prices can vary $20,000+ due to range size.
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.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is $200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. (List Price x % off) = Discount ($200,000 X 15%) = $30,000 (List Price – Discount) = Sourcewell Price ($200,000 - $30,000) = $170,000
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
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.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed $7,000 for Bodies & Accessories.
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.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.

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.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

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.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
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.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
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.)	Peterbilt Motors proposes to offer the flat $500/truck administrative fee that was provided for our current Sourcewell contract.

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.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed- trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed- trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump- trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy- tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap- seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include; Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. • Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. • Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. • Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. • Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. • Two frame mounted tow pins standard. STEER AXLE • Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. • Factory front axle alignment to improve handling and reduce tire wear. • Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. • Greaseless spring pins reduce maintenance and improve ride quality. • Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

- DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS
- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM
- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS
- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM
- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for
each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits.
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD
- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR
- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & $50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately $1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmarLinq adminstrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

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	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.

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	Peterbilt does not offer Class 4 chassis.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	Peterbilt does not offer Class 5 chassis.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Peterbilt does not offer Class 3 chassis.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- Financial Strength and Stability - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- Marketing Plan/Samples - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- WMBE/MBE/SBE or Related Certificates - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- Warranty Information - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

***NOVEMBER 2022 REVISION**

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT #032824-PMC

***DEALER TO FILL IN ALL GREY CELLS**

Jackson Group Peterbilt	Pocatello City
	567 Roll Off 1/13/25

PETERBILT MODEL	567
CAB & CHASSIS LIST PRICE	$273,316
SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT $	$68,329
SOURCEWELL CAB & CHASSIS PRICE	$204,987
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	-$20,985
BODY PRICE (IF APPLICABLE)	$85,669
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	$269,671

CHASSIS #	INSERT CHASSIS #

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%

Price Includes: 7 year or 100,000 Mile Extended Engine & AFT. Price may change to Material Surcharges out of our control. Payment for Chassis due upon shipping to bosdy company. Base price is $204,987.00 + option cost of $ $68,295.00- 25% source well discout- JG Discound of $-20,985.00.00 plus body of $85,669.00= $269,671.00 Grand Total.

CITY OF POCATELLO

Sanitation Services Department

#20(b)

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Procurement:
Two (2) Peterbilt Front-Load Refuse Trucks

It is my recommendation that the City of Pocatello Street Services piggyback the competitively bid Sourcewell Contract #032824-PMC with Peterbilt Motors Company for the purchase of two (2) new Peterbilt 520s with Wittke bodies. The vendor has agreed to allow us to piggyback this procurement at the cost of $435,962 each, for a total expenditure of $871,924. This amount has been budgeted for in the FY25 Sanitation Services budget.

The paperwork from Peterbilt Motors Company and SWS Equipment honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 30, 2025

Re: Cooperative Purchasing on Sourcewell Contract #032824

I have reviewed the above referenced Sourcewell Contract and quote with Peterbilt Motors Company for procurement of two (2) new Peterbilt 520's with Wittke bodies, and have no legal concerns with the Council approving the purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2024 | 11:29 PM CDT

Peterbilt Motors Company

DocuSigned by:
By:
DD52CB0924194DD...
Phill Hall
Title: National Fleet Sales Manager
Date: 7/5/2024 | 2:26 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Peterbilt Motors - MD Sales
Does your company conduct business under any other name? If yes, please state:	TX
Address:	3200 Airport Road Denton, TX 76205
Contact:	Phillip Hall
Email:	phillip.hall@paccar.com
Phone:	940-367-5665
Fax:	940-367-5665
HST#:	

Submission Details

Created On:	Thursday February 08, 2024 08:16:30
Submitted On:	Thursday March 28, 2024 09:59:08
Submitted By:	Phillip Hall
Email:	phillip.hall@paccar.com
Transaction #:	7e53e445-46c2-4228-b451-099b1f022cfa
Submitter's IP Address:	71.14.148.40

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")	Peterbilt Motors Company
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):	8K065
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205
6	Proposer website address (or addresses):	http://www.peterbilt.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):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497

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.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry s most durable and reliable trucks, assembled to the highest quality standards by the industry s proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.

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.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership PACCAR had an outstanding year in 2022. The company's revenues of $28.82 billion and net income of $3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record $13.17 billion. PACCAR's financial performance has enabled the company to declare $8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of $588.9 million, including $6.22 billion of new loan and lease volume. In 2022, capital investments were $505 million and research and development expenses were $341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights • Worldwide net sales and revenues were $28.82 billion in 2022 compared to $23.52 billion in 2021, primarily due to higher truck and parts revenues. • Truck sales were $21.49 billion in 2022 compared to $16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. • Parts sales were $5.76 billion in 2022 compared to $4.94 billion in 2021 reflecting higher demand and price realization in all markets. • Financial Services revenues were $1.51 billion in 2022 compared to $1.69 billion in 2021, primarily due to lower used truck sales. • In 2022, PACCAR earned net income for the 84th consecutive year. Net income was $3.01 billion ($5.75 per diluted share) in 2022 compared to $1.87 billion ($3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. • Capital investments were $505.0 million in 2022 compared to $511.8 million in 2021. • After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. • Research and development (R&D) expenses were $341.2 million in 2022 compared to $324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
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.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform 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. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. • The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) • Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) • Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) • Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.
20	What percentage of your sales are to the governmental sector in the past three years	2%
21	What percentage of your sales are to the education sector in the past three years	<1%
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?	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell. Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.
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 *
Kent County Road Commission	Steve Roose	616-481-5368
Montcalm County Road Commission	Mark Christensen	616-835-6654
McHenry County DOT	Benjamen Justen	815-334-4977
Village of Northfield Illinois	John Rikje	224-707-2645
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583

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 *
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	$955,750
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	$2,018,482
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	$1,854,965
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	$930,620

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.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium- Duty Sales Council.
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.
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 will be coordinated and managed by an authorized Petertbilt Dealer sales person.

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.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer s ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt s dealer locator on the company s website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt s dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & 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?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.
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 - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US 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.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
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.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

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.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535,536,537,548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel.

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate
satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt s proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum
comfort while also reducing emissions and lowering fuel costs.
The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When
the engine is off, SmartAir provides quiet, effi cient, high-power cooling capacity for up to 10 hours on a single charge.
Peterbilt s SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD
display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt s existing sleeper HVAC systems, resulting in increased cooling performance,
enhanced reliability, reduced maintenance and lower overall operating costs. SmartLinq:
SmartLINQ and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilizes forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead.
Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HIDs provide
the best available forward visibility, while LEDs provide superior wide-range/close-range lighting Predictive Cruise:
Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns.Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for it's frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.
Standard technology on Peterbilt trucks that provide value to fleets:

FRAME
Steel rails with gussets to maximize RBM.
Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames.
Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.
Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
Silicone radiator and heater hoses enhance value, durability and reliability.
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
Constant tension and torque band clamps reduce leaks.
Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.
Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.
This design improves reliability and offers increased functionality.
Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
Braided chassis harness cover provides durability.
Convoluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability.
Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
One piece roof reduces potential for leaks.
Lap seam construction and aircraft fasteners has greater clamp load than rivets.
Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance.
Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR
LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT
Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

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.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over $1.11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested $800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including $35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company s manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
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.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
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.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
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?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years. less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
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?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.
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.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.
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?	No.

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.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be $10,000+ in list price. Aggressive deep-lug all terrain tires can add $5,000+. For BEV battery pack prices can vary $20,000+ due to range size.
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.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is $200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. (List Price x % off) = Discount ($200,000 X 15%) = $30,000 (List Price – Discount) = Sourcewell Price ($200,000 - $30,000) = $170,000
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
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.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed $7,000 for Bodies & Accessories.
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.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.

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.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

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.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
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.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
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.)	Peterbilt Motors proposes to offer the flat $500/truck administrative fee that was provided for our current Sourcewell contract.

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.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed- trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed- trucks, flat-bed-trucks. and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump- trucks. Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks. Vacuum-trucks. Crane-trucks. Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy- tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap- seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. • Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. • Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. • Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. • Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. • Two frame mounted tow pins standard. STEER AXLE • Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. • Factory front axle alignment to improve handling and reduce tire wear. • Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. • Greaseless spring pins reduce maintenance and improve ride quality. • Standard oil seals for long lasting leak protection

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

- DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS
- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM
- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS
- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM
- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for
each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD
- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR
- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & $50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately $1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmarLinq adminstrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

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	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.

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	Peterbilt does not offer Class 4 chassis.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	Peterbilt does not offer Class 5 chassis.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Peterbilt does not offer Class 3 chassis.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- Financial Strength and Stability - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- Marketing Plan/Samples - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- WMBE/MBE/SBE or Related Certificates - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- Warranty Information - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

***NOVEMBER 2022 REVISION**

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT #032824-PMC

*DEALER TO FILL IN ALL GREY CELLS

Jackson Group Peterbilt	Pocatello City
	FL 1-13-25

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$289,619
SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT $	$72,405
SOURCEWELL CAB & CHASSIS PRICE	$217,214
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	$3,621
BODY PRICE (IF APPLICABLE)	$215,127
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	$435,962

CHASSIS #	INSERT CHASSIS #

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%

Price Includes: 7 year or 100,000 Mile Extended Engine & AFT. Price also includes customer installed Roto Chains (parts only). Price may change to Material Surcharges out of our control. Payment for Chassis due upon shipping to bosdy company. Base price is $208,535.00 - option cost of $ $56,895.00- 25% source well, plus body of $215,127.00= $435,962.00 Grand Total.

Peterbilt Of Utah (P250)
1910 S. 5500 West
Salt Lake City, Utah 84104

City Of Pocatello
1121 S 2Nd Ave
Pocatello, Idaho 83201
United States of America

Doug Jarvis
Cell Phone:
Office Phone: 801-486-8781
Email: djarvis@jgpete.com

Searra Simpson

Office Phone: 2082346250
Email: ssimpson@pocatello.us

Vehicle Summary

Unit	
Model:	Model 520
Type:	Full Truck
Description 1:	FL Spec
Description 2:	CY 2025
Application	
Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling
Body	
Type:	Commercial Front Loader/Push-out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	50
Class B (Hwy/Mtn)	50
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	284.9
Overall Comb. Length (in):	342.3
Special Req.	

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	S	**Refuse, Scrap, Recycling**	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0
0095380	O	**Commercial Front Loader/Push-out** A lift-equipped truck used to load waste from the front into the body on commercial routes. A hydraulic ram pushes the load out of the body.	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	0
Frame & Equipment			
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair *Narr PLZ BUILD PER LABRIE LAYOUT 179265 and chassis 727173. Thx*	212
0601500	O	**Full Steel Inner Liner**	691
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
0620500	O	**Frame Components Bolted IPO Huck Fastened**	0
0644020	O	**EOF Square with Steel Crossmember**	64

Sales Code	Std/ Opt	Description	Weight
0651090	S	**Omit Rear Mudflaps and Hangers**	0

Front Axle & Equipment

1012200	O	**Meritor MFS20 20,000 lb, 3.74 in Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.	36
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	210
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0
1380235	O	**Meritor 5" Drop IPO 3.5", Front Axle** 5" drop (127MM) provides lower chassis suspension and profile that is ideal for select vocational and service vehicles. High-turning angle delivers superior maneuverability and stability.	0
1380290	S	**Bendix Air Disc Front Brakes** Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380470	O	**Meritor Wide Track IPO Standard, Front Axle** Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	5
1391480	O	**Pad Dust Shields for Air Disc Brakes; Front Axle** Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2

Rear Axle & Equipment

1526120	O	**Meritor RT46-160 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal	113

Sales Code	Std/ Opt	Description	Weight
		performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
1616305	S	**PHP10 Iron Preset + Hubs - Air Disc**	0
1616310	O	**Severe Service Disc Brake Rotor** Severe Service Disc Brake Rotor for refuse applications.	0
1660040	O	**Pad Dust Shields for Air Disc Brakes,** Drive Axle(s)	0
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	60
1680065	O	**Remote Mount Rear Axle Vent**	2
1680280	O	**Bendix Smart ATC Traction Control**	2
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687040	S	**Air Disc Rear Brakes, Tandem Drive Axle** Includes Automatic Slack Adjusters.	0
1704890	O	**Ratio 4.89 Rear Axle**	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	-67
1921375	O	**16.5" Saddle Height HMX EX 400/460**	0

Sales Code	Std/ Opt	Description	Weight
		IPO Std 18.5"	
1921475	O	**Shock Absorbers For HMX EX Suspension**	31

Engine & Equipment

2075740	O	**PACCAR MX-11 400R@1600 GV@2200 1450@900** Refuse (2024 Emissions) N20700 AA003 65....CC MAX TARGET SPEED N20800 AA004 10....CC MIN ENABLE SPEED N22000 AA005 OFF...DYNAMIC CC ENABLE N20830 AA006 MT....MULTI TORQUE IN CC N21930 AA009 0.....DRIVER REWARD VEH SPD BONUS N21940 AA010 -5....DRIVER REWARD VEH SPD PNLTY N21920 AA013 BOTH..OFFSET MODE N21950 AA015 3.....MIN SPEED FOR DR SHIFT AID N21960 AA016 1.....DSA LOWEST ACTV GEAR N21970 AA017 6.....DSA HIGHEST ACTV GEAR N21640 AA019 YES...EIST PARK BRAKE RESET ENABLE N21910 AA022 30....EIST LO CLNT TEMP OVRRDE N20870 AA023 80....EIST HI AMBAIR TEMP OVRRDE N20860 AA024 39....EIST LO AMBAIR TEMP OVRRDE N20900 AA025 5.....EIST PTO MAX IDLE TIME N20840 AA026 5.....EIST PARKED MAX IDLE TIME N20850 AA027 5.....EIST STANDSTILL IDLE TIME N20910 AA029 YES...EIST RESET FROM ENG LOAD N21170 AA030 NO....EIST OVERRIDE FROM ENG LOAD N21190 AA031 0.....EIST EXPIRATION DISTANCE N21230 AA032 YES...EIST ACCEL PEDAL RESET N21240 AA033 YES...EIST SERVICE BRK RESET N21250 AA034 YES...EIST CLUTCH PEDAL RESET N21260 AA035 YES...EIST PTO OVERRIDE N20770 AA037 4.....DSL SPD OFFSET N20760 AA038 2.....AUTO RTRDR VEH SPD OFFSET N20750 AA039 0.1...TIME DELAY FOR RTRDR ACT N20940 AA042 1900..FIC MAX ENG SPEED N22080 AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN N22090 AA044 750...CAB/REM: CUSTOM PRESET 1 N22100 AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN N22110 AA046 850...CAB/REM: CUSTOM PRESET 2 N22120 AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN N22130 AA048 950...CAB/REM: CUSTOM PRESET 3 N22010 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC N22020 AA050 750...CAB: CUSTOM PRESET 1 N22030 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC N22040 AA052 850...CAB: CUSTOM PRESET 2 N22050 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC N22060 AA054 950...CAB: CUSTOM PRESET 3 N20990 AA055 OFF...CAB: CLUTCH INTLK N21010 AA058 ON A..CAB: PARK BRK INTLK N21030 AA057 ON A..CAB: NEUTRAL INTLK N21150 AA059 ON A..SER BRK INTLK: NO PTO	608

Sales Code	Std/ Opt	Description	Weight
		N21130 AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE N21180 AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL N21120 AA062 2000..CAB: MAX ENG SPD- SW CTRL N21020 AA063 6.....CAB:MAX VEH SPEED N21200 AA064 650...CAB: MIN ENG SPD N21220 AA065 800...CAB: DEDICATED PRESET (-) N21270 AA066 900...CAB: DEDICATED PRESET (+) N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO N21990 AA069 YES...PTO REM PEDAL ENABLE N21600 AA070 OFF...REM: CLUTCH INTLK N22140 AA071 OFF...REM: CUSTOM INTLK N21700 AA072 ON AD.REM: NEUTRAL INTLK N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL N21110 AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT N21320 AA076 650...REM: MIN ENG SPD N21290 AA077 800...REM: DEDICATED PRESET (-) N21490 AA078 900...REM: DEDICATED PRESET (+) N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE N20690 AA086 65....MAX ACCEL PEDAL VEH SPD N21300 AA087 0.....VSL EXPIRATION DISTANCE N21310 AA088 100...LRSL SPD LMT N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL N20710 AE002 650...IDLE TARGET N20930 AE003 ON....FIC ENABLE/DISABLE N22070 AA056 OFF...CAB: CUSTOM INTLK N22170 AQ001 4.....PCC Max Negative Offset (AQ0 N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091120	S	**EMUX Electronics Architecture**	0
2091310	O	**Engine Idle Shutdown Timer Disabled**	0
2091372		**Eff EIST NA Expiration Miles**	0
2091640		**Effective VSL Setting NA**	0
2092013	O	**Typical Operating Speed 60 MPH**	0
2092027	O	**MX Retarder State Cruise Control On** (Manual Mode Engine Parameter)	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092065	O	**PTO Mode Control - CAB Station**	0
2092083	O	**Engine Monitoring Protection - Shutdown** (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without	0

Sales Code	Std/ Opt	Description	Weight
		regeneration will initiate automate derating of the engine's power and then engine shutdown to avoid damage to the engine.	
2140400	O	**Reinforced Belly Pan**	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	0
2140670	O	**EPA Emission Warranty**	0
2140700	S	**EPA Engine Idling Compliance**	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522080	O	**PACCAR Premium Starter - MX Engines Only** PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2738410	O	**WABCO 25.9 CFM Air Compressor, MX only** WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	7
2811160	O	**Compression Brake, MX** The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921180	O	**PACCAR Fuel/Water Separator On Engine** Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing	0

Sales Code	Std/ Opt	Description	Weight
		maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	
3120320	O	**Bugscreen**	5
3120450	S	**Stainless Steel Grille**	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	0
3381860	O	**Exhaust 90 Degree Diffuser**	0
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	390
4210870	O	**RPL20 Driveline Interaxle** Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commericial vehicles and are permanetely lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	-5
4211360	O	**RPL25 SD Driveline, 1 Midship Bearing** All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	45
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	11
4252170	O	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	0
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256020	S	**Console Mounted Push Button Shifter**	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0

Sales Code	Std/ Opt	Description	Weight
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant. ***Narr** PLZ BUILD PER LABRIE LAYOUT 179265 and chassis 727173. Thx*	0
4540420	S	**Nylon Chassis Hose**	0
4543340	O	**Aluminum Painted Air Tanks** All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-45
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	0
Tires & Wheels			
5004060	O	**FF: CN 20ply 425/65R22.5 HAC3** Efficiency Rating: Optimal Wide base, all-position fitment for on/off, mixed service applications. Includes TPMS sensor.	52
5169560	O	**RR: BR 16ply 11R24.5 M799** Efficiency Rating: Poor Diameter = 44.0 inches; SLR = 20.5 inches	152
5190008	S	**Code-rear Tire Qty 08**	0
5220090	O	**FF: Alcoa 823628 22.5X12.25 High Polish** Aluminum; 2.75 inch inset.	-82
5320540	O	**RR: Alcoa 98U637 24.5X8.25 High Polish** Aluminum, Ultra ONE technology.	-256
5390008	S	**Code-rear Rim Qty 08**	0
Fuel Tanks			

Sales Code	Std/ Opt	Description	Weight
5552130	O	**26" Aluminum 80 Gallon Fuel Tank RH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks. ***Narr*** *PLZ BUILD PER LABRIE LAYOUT 179265 and chassis 727173. Thx*	13
5603080	O	**Location RH BOC 80 Gallon**	0
5651060	O	**Arctic Wrap On All Fuel Lines** Dual draw uses no wrap from draw/return tees to engine. Single draw has no wrap from left-hand motor mount to engine but wrap is used from tank to left-hand motor mount. Arctic wrap will be omitted from lines in the engine compartment.	2
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0
5652940	O	**PACCAR MX Engine Fuel Cooler**	15
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0
5655069	S	**DEF Tank 520, 7.3 Gal**	0
Battery Box & Bumper			
6010460	O	**Aluminum Space Saver Battery Box LH Back Of Cab** ***Narr*** *PLZ BUILD PER LABRIE LAYOUT 179265 and chassis 727173. Thx*	-11
6030360	O	**Mount Space Saver Battery Box Top Of Box 8"** Below top of frame	0
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	2
6132400	O	**Notched Top Flange Of Bumper** Does not include fepto provisions	0
Cab & Equipment			
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0

Sales Code	Std/ Opt	Description	Weight
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	0
6921720	S	**Peterbilt Passenger Seat**	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	0
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	3
6939400	O	**Air Ride Driver**	43
6939430	O	**Mid Back Driver**	0
6939460	O	**Fabric Driver**	0
6939510	S	**Non-Air Ride Passenger**	0
6939540	S	**Low Back Passenger**	0
6939570	S	**Vinyl Passenger**	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	0

Sales Code	Std/ Opt	Description	Weight
7230350	S	**2-Piece Flat Windshield**	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7330920	O	**(2) Defroster Fan On Rear Header**	60
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-7
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	0
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	4
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6
7728020	O	**Bluetooth Located On Driver Side**	0
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	0
7728050	O	**USB Port**	0
7788335	S	**Global Telematics Hardware**	0
7851330	O	**Cab Tilt Pump Air Assist**	0
7851580	O	**Front Cab Guard, Painted Black**	15
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0
7900090	O	**Triangle Reflector Kit, Ship Loose**	13

Sales Code	Std/ Opt	Description	Weight
		Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	
7900970	S	**Backup Alarm Wiring To EOF**	0
8011830	O	**Engine Oil Temperature** Located in Digital Cluster Display.	0
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	0
8070260	O	**Switch To Deactivate ATC Traction Control** Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	0
8120550	O	**(5) Light Guards On Marker Lights**	2
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	**Self-Canceling Turn Signal**	2

Sales Code	Std/ Opt	Description	Weight
Paint			
8500710	S	**Standard Paint Color Selection**	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0
Shipping Destination			
Options Not Subject To Discount			
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0
9400092	O	**PACCAR MX Standard Coverage** 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9402417	O	**1 Year Towing**	0
9407147	O	**Fuel Price Index Factor $0 NET**	0
9408529	O	**Allison Surcharge 4000 Series Transmission**	0
9408656	O	**SmartLINQ RD/OTA 5YR Sub** PACCAR MX Engines	0
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	0
Miscellaneous			
9409062	O	**State Of Registry: Idaho**	0
9409645	O	**Model Year 2025 Engine**	0
9409689	O	**Peterbilt Motors Company**	0
9409749	O	**2024 Series Emissions Engine**	0
9485738	U	**Paccar Premium MX-11 7 year or 100,000 Miles**	0
9485904	U	**PRM AFTERTREATMENT MX-11 7 YEAR OR 100,000 MILES**	0
Promotions			

Sales Code	Std/ Opt	Description	Weight

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

N9495	**Plz Build just like reference chassis**
N9496	**727173**
N9497	**PLZ BUILD PER LABRIE LAYOUT 179265. Thx**

Total Weight (lbs)	18,994

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

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:
Jackson Group Peterbilt - Utah
Doug Jarvis
djarvis@jgpete.com
Phone: 801-486-8781
Cell: 801-824-4837

Purchaser:
Jackson Group Peterbilt - Utah
Bill To:
1910 South 5500 West
Salt Lake City, UT 84104

End-User:
City of Pocatello
Ship To:
10733 North Rio Vista Road
Pocatello, ID 83202

Quote #:	1152-1
Date:	01/13/2025
Sales Rep:	Phil Davison
FOB:	Destination
Ship Via:	Bestway
Est. Ship Date:	180 days from Reciept of Chassis
Term:	Net 30

Qty	Description	Unit Price	Ext. Price
1	Labrie Wittke Starlight Total Capacity: 40 cu.yd (34+6)	$ 147,260.00	$ 147,260.00
1	AALC-STD01 | Arm Lifting Capacity: 8,000 lbs	$ 0.00	$ 0.00
1	ADVD-STD01 | Deceleration Valve on Arms Up Movement	$ 0.00	$ 0.00
1	AFST-0010 | Forks Thickness 1-1/2"	$ 830.00	$ 830.00
1	BSWS-0030 | Chromium Carbide Packer Shoes and Rails	$ 1,890.00	$ 1,890.00
1	BBEH-0000 | Extended Hopper Wind Flanges	$ 920.00	$ 920.00
1	HCON-STD01 | JIC	$ 0.00	$ 0.00
1	HHSP-STD01 | Nylon Protective Sleeves on all Hydraulic Hoses	$ 0.00	$ 0.00
1	HHPC-0000 | Front Pump Top Cover	$ 460.00	$ 460.00
1	CCPM-0091 | Single Pump Denison T6D (Front)	$ 380.00	$ 380.00
1	CHFT-STD02 | Hydraulic Tank Mounted on Chassis	$ 0.00	$ 0.00
1	HBCV-STD01 | Body Valve on Body Streetside Wall	$ 0.00	$ 0.00
1	EBCV-STD01 | Pneumatic Over Hydraulic Body Main Valve	$ 0.00	$ 0.00
1	BSAD-STD01 | Access Door with Hinges (Curbside)	$ 0.00	$ 0.00
1	ACCY-7271 | Canopy with Pneumatic Extension	$ 1,170.00	$ 1,170.00
1	BCOT-STD01 | Broom and Shovel Behind Packer	$ 0.00	$ 0.00
1	BBTS-STD01 | Standard Tailgate Seal	$ 0.00	$ 0.00
1	LLPA-0010 | Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)	$ 1,320.00	$ 1,320.00
1	LBBP-0025 | Backup Lights Low on Body "B" Pillar LED (2)	$ 830.00	$ 830.00
1	LBLT-0005 | Backup Lights on Tailgate 2/3 Centered - LED (2)	$ 830.00	$ 830.00
1	LBLF-0010 | Work Light under Canopy - LED (2)	$ 880.00	$ 880.00
1	LSLA-0020 | Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)	$ 640.00	$ 640.00

Qty	Description	Unit Price	Ext. Price
1	CCCC-NOCAM | No camera installed by Labrie. It is the customer responsibility to comply with AHJ laws before putting the truck into service.	$ 0.00	$ 0.00
1	SSMA-7632 | Send the arm(s) mid-height signal to an output in cab (Conditional on available outputs)	$ 400.00	$ 400.00
1	SSMB-7656 | Send the LH Blinker signal to an output in cab (Conditional on available outputs)	$ 400.00	$ 400.00
1	SSMD-7655 | Send the RH Blinker signal to an output in cab (Conditional on available outputs)	$ 400.00	$ 400.00
1	ATAT-0030 | Throttle Advance Control	$ 590.00	$ 590.00
1	EICB-0000 | Autopack	$ 610.00	$ 610.00
1	ESYV-STD01 | 12V Body Electrical System	$ 0.00	$ 0.00
1	BMLS-0050 | Body Service Hoist	$ 5,850.00	$ 5,850.00
1	BSDF-0000 | Superduty Floor on Starlight Unit	$ 1,270.00	$ 1,270.00
1	PCBP-STD01 | Urethane Body Paint	$ 0.00	$ 0.00
	Mack Stock #: 669672 Carnival Orange		
1	UAPP-STD01 | One (1) Coat of Urethane Primer	$ 0.00	$ 0.00
1	BASA-STD01 | Rubber Mud Guards - Rear of Rear Axle	$ 0.00	$ 0.00
1	BASR-0000 | Anti-sail Bars on Rear Mud Guards (Rear Wheels)	$ 210.00	$ 210.00
1	BASN-STD02 | Mud Guards with Wittke Logo	$ 0.00	$ 0.00
1	BODL-STD01 | Informative Decals English	$ 0.00	$ 0.00
1	CFTD-STD01 | Diesel Tank from Company or CNG/Electric	$ 0.00	$ 0.00
1	Installation of a Groeneveld EP-0 SingleLine automated lubrication system on a Front-Loading Refuse Truck & Chassis	$ 7,996.25	$ 7,996.25
1	Johnny Jaws Rear Load Attachment	$ 23,500.00	$ 23,500.00
1	Johnny Jaws Installation & Freight	$ 1,785.00	$ 1,785.00
1	Vulcan Scale System for Chassis Weight	$ 6,175.00	$ 6,175.00
1	Brigade Backeye 360 with 10" Monitor and additional Hopper Camera	$ 6,050.00	$ 6,050.00
1	SWS Discount	$ -6,500.00	$ -6,500.00
	Subtotal	**$ 206,146.25**	**$ 206,146.25**

Additional Items

Body Pre-Delivery Inspections		$ 1,180.80
Freight to Boise		$ 5,500.00
Freight Boise to Pocatello		$ 2,300.00
	Subtotal	**$ 8,980.80**

Grand Total	**$ 215,127.05**

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: _____

CITY OF POCATELLO

Sanitation Services Department

#20(c)

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Procurement:
One (1) Peterbilt Side-Load Refuse Truck

It is my recommendation that the City of Pocatello Street Services piggyback the competitively bid Sourcewell Contract #032824-PMC with Peterbilt Motors Company for the purchase of one (1) new Peterbilt 520s with a Labrie body. The vendor has agreed to allow us to piggyback this procurement in the sum of $446,964. This amount has been budgeted for in the FY25 Sanitation Services budget.

The paperwork from Peterbilt Motors Company and SWS Equipment honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

20(c)

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 30, 2025

Re: Cooperative Purchasing on Sourcewell Contract #032824

I have reviewed the above referenced Sourcewell Contract and quote with Peterbilt Motors Company for procurement of one (1) new Peterbilt 520 with Labrie body, and have no legal concerns with the Council approving the purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

DocuSign Envelope ID: 9BB83347-9852-442D-ABE7-863BAFA32866

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

7/5/2024 | 11:29 PM CDT

Date: _____

Peterbilt Motors Company

DocuSigned by:
DD52CB0924194DD...

By: _____

Phill Hall

Title: National Fleet Sales Manager

7/5/2024 | 2:26 PM CDT

Date: _____

DocuSign Envelope ID: 9BB83347-9852-442D-ABE7-863BAFA32866

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Peterbilt Motors - MD Sales
Does your company conduct business under any other name? If yes, please state:	TX
Address:	3200 Airport Road Denton, TX 76205
Contact:	Phillip Hall
Email:	phillip.hall@paccar.com
Phone:	940-367-5665
Fax:	940-367-5665
HST#:	

Submission Details

Created On:	Thursday February 08, 2024 08:16:30
Submitted On:	Thursday March 28, 2024 09:59:08
Submitted By:	Phillip Hall
Email:	phillip.hall@paccar.com
Transaction #:	7e53e445-46c2-4228-b451-099b1f022cfa
Submitter's IP Address:	71.14.148.40

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")	Peterbilt Motors Company
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):	8K065
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205
6	Proposer website address (or addresses):	http://www.peterbilt.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):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497

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.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry s most durable and reliable trucks, assembled to the highest quality standards by the industry s proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.

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.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership. PACCAR had an outstanding year in 2022. The company's revenues of $28.82 billion and net income of $3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record $13.17 billion. PACCAR's financial performance has enabled the company to declare $8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of $588.9 million, including $6.22 billion of new loan and lease volume. In 2022, capital investments were $505 million and research and development expenses were $341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights • Worldwide net sales and revenues were $28.82 billion in 2022 compared to $23.52 billion in 2021, primarily due to higher truck and parts revenues. • Truck sales were $21.49 billion in 2022 compared to $16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. • Parts sales were $5.76 billion in 2022 compared to $4.94 billion in 2021 reflecting higher demand and price realization in all markets. • Financial Services revenues were $1.51 billion in 2022 compared to $1.69 billion in 2021, primarily due to lower used truck sales. • In 2022, PACCAR earned net income for the 84th consecutive year. Net income was $3.01 billion ($5.75 per diluted share) in 2022 compared to $1.87 billion ($3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. • Capital investments were $505.0 million in 2022 compared to $511.8 million in 2021. • After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. • Research and development (R&D) expenses were $341.2 million in 2022 compared to $324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
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.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform 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. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator • The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) • Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) • Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) • Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association • The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.
20	What percentage of your sales are to the governmental sector in the past three years	2%
21	What percentage of your sales are to the education sector in the past three years	<1%
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?	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell. Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.
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 *
Kent County Road Commission	Steve Roose	616-481-5368
Montcalm County Road Commission	Mark Christensen	616-835-6654
McHenry County DOT	Benjamen Justen	815-334-4977
Village of Northfield Illinois	John Rikje	224-707-2645
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583

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 *
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	$955,750
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	$2,018,482
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	$1,854,965
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	$930,620

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.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium- Duty Sales Council.
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.
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 will be coordinated and managed by an authorized Petertbilt Dealer sales person.

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.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer s ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt s dealer locator on the company s website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt s dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & 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?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.
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 - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US 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.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
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.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

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.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535,536,537,548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel.

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate
satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt s proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum
comfort while also reducing emissions and lowering fuel costs.
The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When
the engine is off, SmartAir provides quiet, effi cient, high-power cooling capacity for up to 10 hours on a single charge.
Peterbilt s SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD
display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt s existing sleeper HVAC systems, resulting in increased cooling performance,
enhanced reliability, reduced maintenance and lower overall operating costs. SmartLinq:
SmartLINQ and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilizes forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead.
Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HIDs provide
the best available forward visibility, while LEDs provide superior wide-range/close-range lighting Predictive Cruise: Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns.Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for it's frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.
Standard technology on Peterbilt trucks that provide value to fleets:

FRAME
Steel rails with gussets to maximize RBM.
Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames.
Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.
Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
Silicone radiator and heater hoses enhance value, durability and reliability.
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
Constant tension and torque band clamps reduce leaks.
Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.
Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.
This design improves reliability and offers increased functionality.
Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
Braided chassis harness cover provides durability.
Convoluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability.
Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
One piece roof reduces potential for leaks.
Lap seam construction and aircraft fasteners has greater clamp load than rivets.
Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance.
Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR
LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT
Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

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.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over $1,11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested $800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including $35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company s manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
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.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
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.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
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?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
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?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.
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.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.
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?	No.

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.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be $10,000+ in list price. Aggressive deep-lug all terrain tires can add $5,000+. For BEV battery pack prices can vary $20,000+ due to range size.
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.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is $200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. (List Price x % off) = Discount ($200,000 X 15%) = $30,000 (List Price – Discount) = Sourcewell Price ($200,000 - $30,000) = $170,000
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
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.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed $7,000 for Bodies & Accessories.
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.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.

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.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

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.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
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.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
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.)	Peterbilt Motors proposes to offer the flat $500/truck administrative fee that was provided for our current Sourcewell contract.

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.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV. Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW, 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW, 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed- trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW, Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed- trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump- trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy- tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap- seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. • Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. • Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. • Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. • Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. • Two frame mounted tow pins standard. STEER AXLE • Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. • Factory front axle alignment to improve handling and reduce tire wear. • Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. • Greaseless spring pins reduce maintenance and improve ride quality. • Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS
- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM
- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS
- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM
- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for
each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits.
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD
- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR
- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & $50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately $1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmarLinq adminstrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

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	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.

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	Peterbilt does not offer Class 4 chassis.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	Peterbilt does not offer Class 5 chassis.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Peterbilt does not offer Class 3 chassis.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- Financial Strength and Stability - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- Marketing Plan/Samples - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- WMBE/MBE/SBE or Related Certificates - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- Warranty Information - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

***NOVEMBER 2022 REVISION**

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT #032824-PMC

***DEALER TO FILL IN ALL GREY CELLS**

Jackson Group Peterbilt	Pocatello City
	ASL 1-13-25

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$292,395
SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT $	$73,099
SOURCEWELL CAB & CHASSIS PRICE	$219,296
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	$1,698
BODY PRICE (IF APPLICABLE)	$225,970
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	$446,964

CHASSIS #	INSERT CHASSIS #

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%
MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%

Price Includes: 7 year or 100,000 Mile Extended Engine & AFT. Price also includes customer installed Roto Chains (parts only). Price may change to Material Surcharges out of our control. Payment for Chassis due upon shipping to bosdy company. Base price is $228,535.00 - option cost of $ $58,895.00- 25% source well, plus body of $225,970.00= $446,964.00 Grand Total.

Peterbilt Of Utah (P250)
1910 S. 5500 West
Salt Lake City, Utah 84104

Doug Jarvis
Cell Phone:
Office Phone: 801-486-8781
Email: djarvis@jgpete.com

City Of Pocatello
1121 S 2Nd Ave
Pocatello, Idaho 83201
United States of America

Searra Simpson

Office Phone: 2082346250
Email: ssimpson@pocatello.us

Vehicle Summary

Unit	
Model:	Model 520
Type:	Full Truck
Description 1:	ASL Spec
Description 2:	CY 2025
Application	
Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling
Body	
Type:	Automated Side Loader/Push-Out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	221
Overhang (in):	75
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	220.9
Cab to EOF (in):	295.9
Overall Comb. Length (in):	353.3
Special Req.	

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	S	**Refuse, Scrap, Recycling**	0
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095220	O	**Automated Side Loader/Push-Out** A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	0
Frame & Equipment			
0514170	O	**10-3/4" Steel Rails 343-450"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair ***Narr*** *PLZ BUILD PER LABRIE LAYOUT 179252 and chassis 737996. Thx*	251
0601500	O	**Full Steel Inner Liner**	713
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0611790	O	**Aluminum Frame Rail Crossmembers** Excludes suspension	-60
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
0620500	O	**Frame Components Bolted IPO Huck Fastened**	0

Sales Code	Std/ Opt	Description	Weight
0644020	O	**EOF Square with Steel Crossmember**	64
0651090	S	**Omit Rear Mudflaps and Hangers**	0

Front Axle & Equipment

1012200	O	**Meritor MFS20 20,000 lb, 3.74 in Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.	36
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0
1380235	O	**Meritor 5" Drop IPO 3.5", Front Axle** 5" drop (127MM) provides lower chassis suspension and profile that is ideal for select vocational and service vehicles. High-turning angle delivers superior maneuverability and stability.	0
1380290	S	**Bendix Air Disc Front Brakes** Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380470	O	**Meritor Wide Track IPO Standard, Front Axle** Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	5
1391480	O	**Pad Dust Shields for Air Disc Brakes; Front Axle** Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2

Rear Axle & Equipment

1526120	O	**Meritor RT46-160 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear	113

Sales Code	Std/ Opt	Description	Weight
		axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
1616305	S	**PHP10 Iron Preset + Hubs - Air Disc**	0
1616310	O	**Severe Service Disc Brake Rotor** Severe Service Disc Brake Rotor for refuse applications.	0
1660040	O	**Pad Dust Shields for Air Disc Brakes,** Drive Axle(s)	0
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	60
1680280	O	**Bendix Smart ATC Traction Control**	2
1680470	O	**Lube Pump, Drive Axle(s)** Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0
1683245	O	**Tire Pressure Monitoring System**	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687040	S	**Air Disc Rear Brakes, Tandem Drive Axle** Includes Automatic Slack Adjusters.	0
1704890	O	**Ratio 4.89 Rear Axle**	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system	-67

Sales Code	Std/ Opt	Description	Weight
		easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	
1921475	O	**Shock Absorbers For HMX EX Suspension**	31

Engine & Equipment

2075740	O	**PACCAR MX-11 400R@1600 GV@2200 1450@900** Refuse (2024 Emissions) N20700 AA003 68....CC MAX TARGET SPEED N20800 AA004 10....CC MIN ENABLE SPEED N22000 AA005 OFF...DYNAMIC CC ENABLE N20830 AA006 MT....MULTI TORQUE IN CC N21930 AA009 0.....DRIVER REWARD VEH SPD BONUS N21940 AA010 -5....DRIVER REWARD VEH SPD PNLTY N21920 AA013 BOTH..OFFSET MODE N21950 AA015 3.....MIN SPEED FOR DR SHIFT AID N21960 AA016 1.....DSA LOWEST ACTV GEAR N21970 AA017 6.....DSA HIGHEST ACTV GEAR N21640 AA019 YES...EIST PARK BRAKE RESET ENABLE N21910 AA022 30....EIST LO CLNT TEMP OVRRDE N20870 AA023 80....EIST HI AMBAIR TEMP OVRRDE N20860 AA024 39....EIST LO AMBAIR TEMP OVRRDE N20900 AA025 5.....EIST PTO MAX IDLE TIME N20840 AA026 5.....EIST PARKED MAX IDLE TIME N20850 AA027 5.....EIST STANDSTILL IDLE TIME N20910 AA029 YES...EIST RESET FROM ENG LOAD N21170 AA030 NO....EIST OVERRIDE FROM ENG LOAD N21190 AA031 0.....EIST EXPIRATION DISTANCE N21230 AA032 YES...EIST ACCEL PEDAL RESET N21240 AA033 YES...EIST SERVICE BRK RESET N21250 AA034 YES...EIST CLUTCH PEDAL RESET N21260 AA035 YES...EIST PTO OVERRIDE N20770 AA037 4.....DSL SPD OFFSET N20760 AA038 2.....AUTO RTRDR VEH SPD OFFSET N20750 AA039 0.1...TIME DELAY FOR RTRDR ACT N20940 AA042 1900..FIC MAX ENG SPEED N22080 AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN N22090 AA044 750...CAB/REM: CUSTOM PRESET 1 N22100 AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN N22110 AA046 850...CAB/REM: CUSTOM PRESET 2 N22120 AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN N22130 AA048 950...CAB/REM: CUSTOM PRESET 3 N22010 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC N22020 AA050 750...CAB: CUSTOM PRESET 1 N22030 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC N22040 AA052 850...CAB: CUSTOM PRESET 2 N22050 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC N22060 AA054 950...CAB: CUSTOM PRESET 3 N20990 AA055 OFF...CAB: CLUTCH INTLK N21010 AA058 ON A..CAB: PARK BRK INTLK N21030 AA057 ON A..CAB: NEUTRAL INTLK	608

Sales Code	Std/ Opt	Description	Weight
		N21150 AA059 ON A..SER BRK INTLK: NO PTO N21130 AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE N21180 AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL N21120 AA062 2000..CAB: MAX ENG SPD- SW CTRL N21020 AA063 6.....CAB:MAX VEH SPEED N21200 AA064 650...CAB: MIN ENG SPD N21220 AA065 800...CAB: DEDICATED PRESET (-) N21270 AA066 900...CAB: DEDICATED PRESET (+) N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO N21990 AA069 YES...PTO REM PEDAL ENABLE N21600 AA070 OFF...REM: CLUTCH INTLK N22140 AA071 OFF...REM: CUSTOM INTLK N21700 AA072 ON AD.REM: NEUTRAL INTLK N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL N21110 AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT N21320 AA076 650...REM: MIN ENG SPD N21290 AA077 800...REM: DEDICATED PRESET (-) N21490 AA078 900...REM: DEDICATED PRESET (+) N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE N20690 AA086 68....MAX ACCEL PEDAL VEH SPD N21300 AA087 0.....VSL EXPIRATION DISTANCE N21310 AA088 100...LRSL SPD LMT N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL N20710 AE002 650...IDLE TARGET N20930 AE003 ON....FIC ENABLE/DISABLE N22070 AA056 OFF...CAB: CUSTOM INTLK N22170 AQ001 4.....PCC Max Negative Offset (AQ0 N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091120	S	**EMUX Electronics Architecture**	0
2091305	O	**Engine Idle Shutdown Timer Enabled**	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0
2091372		**Eff EIST NA Expiration Miles**	0
2091640		**Effective VSL Setting NA**	0
2092016	O	**Typical Operating Speed 62 MPH**	0
2092027	O	**MX Retarder State Cruise Control On** (Manual Mode Engine Parameter)	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2092065	O	**PTO Mode Control - CAB Station**	0

Sales Code	Std/ Opt	Description	Weight
2092083	O	**Engine Monitoring Protection - Shutdown** (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and then engine shutdown to avoid damage to the engine.	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	0
2140670	O	**EPA Emission Warranty**	0
2140700	S	**EPA Engine Idling Compliance**	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522080	O	**PACCAR Premium Starter - MX Engines Only** PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
2538090	O	**3 PACCAR Premium 12V Starting Batteries 3000 CCA**	0
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2738410	O	**WABCO 25.9 CFM Air Compressor, MX only** WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	7
2811160	O	**Compression Brake, MX** The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921180	O	**PACCAR Fuel/Water Separator On Engine** Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo	0

Sales Code	Std/ Opt	Description	Weight
		Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	
3120320	O	**Bugscreen**	5
3120450	S	**Stainless Steel Grille**	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	0
3381860	O	**Exhaust 90 Degree Diffuser**	0
Transmission & Equipment			
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	390
4210870	O	**RPL20 Driveline Interaxle** Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commericial vehicles and are permanetely lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	-5
4211360	O	**RPL25 SD Driveline, 1 Midship Bearing** All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	45
4233910	O	**(1) Dash Mounted Single Acting EOH PTO Control** Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	1
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	11
4252170	O	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	0
4252950	O	**Omit Allison Neutral At Stop**	0
4256020	S	**Console Mounted Push Button Shifter**	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0
4256870	O	**Allison Output Function S Neutral Indicator**	0

Sales Code	Std/ Opt	Description	Weight
		Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	
Air & Trailer Equipment			
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant. ***Narr** PLZ BUILD PER LABRIE LAYOUT 179252 and chassis 737996. Thx*	**0**
4520420	O	**Pull Cords All Air Tanks**	**1**
4540420	S	**Nylon Chassis Hose**	**0**
4543340	O	**Aluminum Painted Air Tanks** All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	**-45**
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	**0**
Tires & Wheels			
5054970	O	**FF: MN 20ply 385/65R22.5 X Multi HL Z** ETRTO	**30**
5169560	O	**RR: BR 16ply 11R24.5 M799** Efficiency Rating: Poor Diameter = 44.0 inches; SLR = 20.5 inches	**152**
5190008	S	**Code-rear Tire Qty 08**	**0**
5220090	O	**FF: Alcoa 823628 22.5X12.25 High Polish** Aluminum; 2.75 inch inset.	**-82**
5320540	O	**RR: Alcoa 98U637 24.5X8.25 High Polish** Aluminum, Ultra ONE technology.	**-256**
5390008	S	**Code-rear Rim Qty 08**	**0**
Fuel Tanks			

Sales Code	Std/ Opt	Description	Weight
5556130	O	**26" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks. ***Narr*** *PLZ BUILD PER LABRIE LAYOUT 179252 and chassis 737996. Thx*	13
5604080	O	**Location LH BOC 80 Gallon**	0
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0
5652940	O	**PACCAR MX Engine Fuel Cooler**	15
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0
5655069	S	**DEF Tank 520, 7.3 Gal**	0
Battery Box & Bumper			
6010460	O	**Aluminum Space Saver Battery Box LH Back Of Cab** ***Narr*** *PLZ BUILD PER LABRIE LAYOUT 179252 and chassis 737996. Thx*	-11
6030360	O	**Mount Space Saver Battery Box Top Of Box 8"** Below top of frame	0
6122810	O	**Steel Bumper Swept Back Painted** Requires bumper extension, includes two front tow eyes with pins	2
6132400	O	**Notched Top Flange Of Bumper** Does not include fepto provisions	0
Cab & Equipment			
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	0
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0

Sales Code	Std/ Opt	Description	Weight
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	0
6921720	S	**Peterbilt Passenger Seat**	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	0
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	3
6939400	O	**Air Ride Driver**	43
6939430	O	**Mid Back Driver**	0
6939460	O	**Fabric Driver**	0
6939510	S	**Non-Air Ride Passenger**	0
6939540	S	**Low Back Passenger**	0
6939570	S	**Vinyl Passenger**	0
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0
7000045	O	**High-Visibility Interior Grabhandles, Painted** Bright yellow interior grabhandle for vocational vehicles.	2
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	0
7230350	S	**2-Piece Flat Windshield**	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner**	0

Sales Code	Std/ Opt	Description	Weight
		With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	
7330920	O	**(2) Defroster Fan On Rear Header**	60
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	4
7561400	O	**Look Down Mirror Mounted Front Of Cab** Opposite side of the driver position. Stainless steel.	0
7564130	O	**Chromed LH/RH Dual Plane Mirrors, Heated** Motorized, driver-door, pass-frt of cab	15
7564160	O	**Addt'l Convex Mirrors, Mounted Top of LH/RH** Dual Plane Mirrors	0
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6
7728020	O	**Bluetooth Located On Driver Side**	0
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	0
7728050	O	**USB Port**	0
7788335	S	**Global Telematics Hardware**	0
7850045	O	**Windshield Reservoir Fill Tube Routed To Back Of** Cab with RH sit down cab.	0
7851330	O	**Cab Tilt Pump Air Assist**	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900970	S	**Backup Alarm Wiring To EOF**	0
8011830	O	**Engine Oil Temperature** Located in Digital Cluster Display.	0
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0

Sales Code	Std/ Opt	Description	Weight
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	1
8070260	O	**Switch To Deactivate ATC Traction Control** Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0
8070810	O	**Engine Manifold Pressure (Turbo Boost)** Located in Digital Cluster Display	0
8070820	O	**Engine Percent Torque** Located in Digital Cluster Display	0
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8070940	O	**Voltmeter Gauge (MD/520 Only)** Located in Digital Cluster Display	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
8134160	O	**Self-Canceling Turn Signal**	2
8140690	O	**Brake Lights Activated by Park Brake**	0
Paint			
8500710	S	**Standard Paint Color Selection**	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK	0

Sales Code	Std/ Opt	Description	Weight
		N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	

Shipping Destination

Options Not Subject To Discount

9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0
9400092	O	**PACCAR MX Standard Coverage** 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9402417	O	**1 Year Towing**	0
9407147	O	**Fuel Price Index Factor $0 NET**	0
9408529	O	**Allison Surcharge 4000 Series Transmission**	0
9408656	O	**SmartLINQ RD/OTA 5YR Sub** PACCAR MX Engines	0
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	0

Miscellaneous

9409062	O	**State Of Registry: Idaho**	0
9409645	O	**Model Year 2025 Engine**	0
9409689	O	**Peterbilt Motors Company**	0
9409749	O	**2024 Series Emissions Engine**	0
9409791	O	**Peterbilt Motors Company**	0
9485738	U	**PREMIUM MX-11 7 YRS / 100,000 MI**	0
9485904	U	**PRM AFTERTREATMENT MX-1 7 YRS / 100,000 MI**	0

Promotions

Sales Code	Std/ Opt	Description	Weight

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

N9495 **Plz Build just like reference chassis**

Total Weight (lbs)	18,766

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

SWS Equipment, LLC.

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

Quote To:
Jackson Group Peterbilt - Utah
Doug Jarvis
djarvis@jgpete.com
Phone: 801-486-8781
Cell: 801-824-4837

Purchaser:
Jackson Group Peterbilt - Utah
Bill To:
1910 South 5500 West
Salt Lake City, UT 84104

End-User:
City of Pocatello - Refuse
Ship To:
2405 Garrett Way
Pocatello, ID 83201

Quote #:	1155-1
Date:	01/14/2025
Sales Rep:	Phil Davison
FOB:	Destination
Ship Via:	Bestway
Est. Ship Date:	180 days from Reciept of Chassis
Term:	Net 30

Qty	Description	Unit Price	Ext. Price
1	Labrie Automizer FE Total Capacity: 32 cu.yd (26+6) (Full-Eject Body)	$ 185,930.00	$ 185,930.00
1	ALHG-STD01 | Standard Height Gripper	$ 0.00	$ 0.00
1	AGRA-0010 | Heavy Duty Arm & Gripper, "32 to 95 US gal"	$ 4,060.00	$ 4,060.00
1	EAOA-STD01 | Arm out alarm at 6 km/h - 4 mph	$ 0.00	$ 0.00
1	AGSS-0000 | Spill shield on Gripper	$ 490.00	$ 490.00
1	BCPH-0000 | Crusher Panel (1)	$ 4,830.00	$ 4,830.00
1	QUSS-0000 | Crusher Panel Full Width	$ 0.00	$ 0.00
1	BRTB-STD01 | Retainer Teeth Under Breaker Bar (3/8" Hardox 450)	$ 0.00	$ 0.00
1	AAJC-STD01 | Single Arm Joystick NON-Moveable	$ 0.00	$ 0.00
1	ATJC-STD01 | Grabber Control on Joystick	$ 0.00	$ 0.00
1	HCON-STD01 | JIC	$ 0.00	$ 0.00
1	HHOC-STD01 | Hydraulic Oil Cooler	$ 0.00	$ 0.00
1	CCPM-STD02 | Dual Pump Denison T6DC Work-at-Idle (Front)	$ 0.00	$ 0.00
1	CHFT-STD03 | Hydraulic Tank Mounted on the Front of the Body	$ 0.00	$ 0.00
1	EBCV-STD02 | Electric Over Hydraulic Body Main Valve	$ 0.00	$ 0.00
1	BCOT-6716 | Clean Out Tools and Brackets Shipped Loose Inside Cab. Broom, Shovel and Hoe Included	$ 480.00	$ 480.00
1	BBTS-STD01 | Standard Tailgate Seal	$ 0.00	$ 0.00
1	LLPA-0010 | Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)	$ 1,320.00	$ 1,320.00
1	LBLT-0005 | Backup Lights on Tailgate 2/3 Centered - LED (2)	$ 830.00	$ 830.00
1	LWLK-0025 | Work Light Package - LED (2)	$ 830.00	$ 830.00
1	WL01-0000 | Hopper Streetside (1)	$ 0.00	$ 0.00
1	WL04-0000 | Rail Curbside (4)	$ 0.00	$ 0.00
1	CCCC-NOCAM | No camera installed by Labrie. It is the customer responsibility to comply with AHJ laws	$ 0.00	$ 0.00

Qty	Description	Unit Price	Ext. Price
	before putting the truck into service.		
1	ESYV-STD01 | 12V Body Electrical System	$ 0.00	$ 0.00
1	BRLS-STD01 | Centralized Grease Point for Follower Panel Rollers	$ 0.00	$ 0.00
1	BPLS-STD01 | Ground Level Grease Points for Packer Rails (Centralized)	$ 0.00	$ 0.00
1	BHFL-STD01 | Hopper and Body Floor Liner Full Length 1/4" - Hardox 500	$ 0.00	$ 0.00
1	BHUL-7068 | Street Side Hopper Wall Liner (Upper Section) 3/16" - Hardox 450	$ 1,040.00	$ 1,040.00
1	SLMA-7067 | Streetside Packer Rail Deflector Reinforced	$ 200.00	$ 200.00
1	PCBP-STD01 | Urethane Body Paint	$ 0.00	$ 0.00
	Mack Stock #: 669672 Carnival Orange		
1	UAPP-STD01 | One (1) Coat of Urethane Primer	$ 0.00	$ 0.00
1	PCCP-STD01 | Paint Chassis Components same Color as Chassis	$ 0.00	$ 0.00
1	BASA-STD01 | Rubber Mud Guards - Rear of Rear Axle	$ 0.00	$ 0.00
1	BASR-0000 | Anti-sail Bars on Rear Mud Guards (Rear Wheels)	$ 210.00	$ 210.00
1	BASN-STD01 | Mud Guards with Labrie Logo	$ 0.00	$ 0.00
1	BODL-STD01 | Informative Decals English	$ 0.00	$ 0.00
1	CFTD-STD01 | Diesel Tank from Company or CNG/Electric	$ 0.00	$ 0.00
1	Installation of a Groeneveld EP-0 SingleLine automated lubrication system on an Automated Refuse Truck: Arm, Body, and Chassis	$ 7,673.75	$ 7,673.75
1	Brigade 360 Camera System with Hopper Camera and 10" Monitor Add Street view side camera	$ 6,350.00	$ 6,350.00
1	Vulcan Scale System	$ 6,175.00	$ 6,175.00
1	SWS Discount	$ -6,500.00	$ -6,500.00
	Subtotal	**$ 213,918.75**	**$ 213,918.75**

Additional Items

Body Pre-Delivery Inspections		$ 1,180.80
Freight to Boise		$ 8,560.00
Freight Boise to Pocatello		$ 2,310.00
	Subtotal	**$ 12,050.80**

	Grand Total	**$ 225,969.55**

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: _____

CITY OF
POCATELLO

Street Services Department

#21

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Procurement:
Pavement Condition Survey Services

It is my recommendation that the City of Pocatello Street Services Department procure professional pavement condition survey services with IMS Infrastructure Management Services, LP for the cost of $58,795.00. The purpose of this procurement is to update Street Services' pavement management program to maintain accurate and efficient pavement treatment plans. This amount has been budgeted for in the FY25 Street Services budget.

The documentation from IMS Infrastructure Management Services, LP is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

#21

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney BT

DATE: January 24, 2025

RE: Recommendation for Procurement:

Pavement Condition Survey Services

I have reviewed the recommendation for procurement of pavement condition services with IMS Infrastructure Management Services, LP. I have no legal concerns with the procurement. Please let me know if you have any questions or concerns.

IMS
an ICC Company

Quote for Professional Services

Pavement Management Program Update



Tom Kirkman, Director of Public Services

City of Pocatello, Idaho

April 26, 2024

IMS Infrastructure Management Services, LP
Jim Tourek, Client Services Manager

IMS Today and Our History with Pocatello

IMS Infrastructure Management Services, LP is pleased to submit a quotation to update the City's pavement management program. IMS is an industry leader with 38 years of pavement and asset management experience. Since our founding in 1985, we have provided similar services to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.**

IMS brings significant regional experience and expertise to meet the City's pavement condition assessment, right-of-way asset, and software integration. As we understand, the City of Pocatello maintains approximately **267 centerline miles** (based on the 2020 survey) of roadway. IMS has performed objective pavement data collection for **similar Rocky Mountain Regency agencies** such as *Chubbuck, Sandpoint, Pocatello, ID; Herriman, Salt Lake City, UT; Casper, Lander, Laramie, Natrona County, Riverton, Sheridan, Wyoming DOT, and many others in the region.*



Members of the IMS Engineering, Technical and Sales Teams at our December 2022 in-service meeting week.

Similar to the previous projects and to ensure adequate coverage across the network, the Road Surface Tester (RST) will survey the arterial, collector and residential roadways in both directions, resulting in a **survey mileage of an IMS estimated 344 miles (+31 miles from last survey and unless there's been any growth since 2020)**. The RST is equipped with a Laser Crack Measuring System 2 (LCMS-2) that is the most technologically advanced data collection equipment available in the industry.

The prior IMS-City of Pocatello collaborative projects (2015, 2020) were completed using the same Lucity software that's proposed for 2024. This included a pavement condition data load of the network. Unique to the City of Pocatello, city staff will then run the pavement analysis and reporting. New for this project, IMS is including a web map and imagery for Year 1 from project completion is included; subsequent years (if desired will have a hosting+ fee.

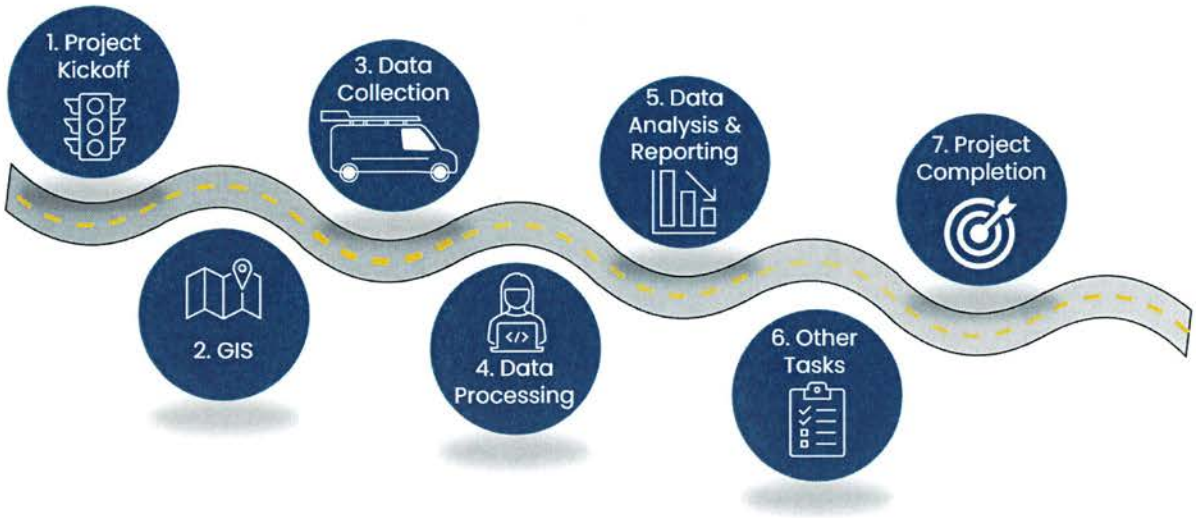
We have added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We have also added Fast Falling Weight Deflectometer (FastFWD) pavement structural testing equipment along with mobile Lidar technology for asset inventories and ADA sidewalk and ramp compliance surveys. The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timelier manner.

We are confident that IMS will be the ideal partner to ensure that the City achieves its project goals, given our past successful work with the City, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States.

Project Overview

Scope of Work

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge – as well as practical project management experience – to lead the team. Our project management process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 38 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- Contacts and stakeholders
- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an

approved schedule in collaboration with the City's staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

Quality Management Plan (QMP)

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning – Before Data Collection

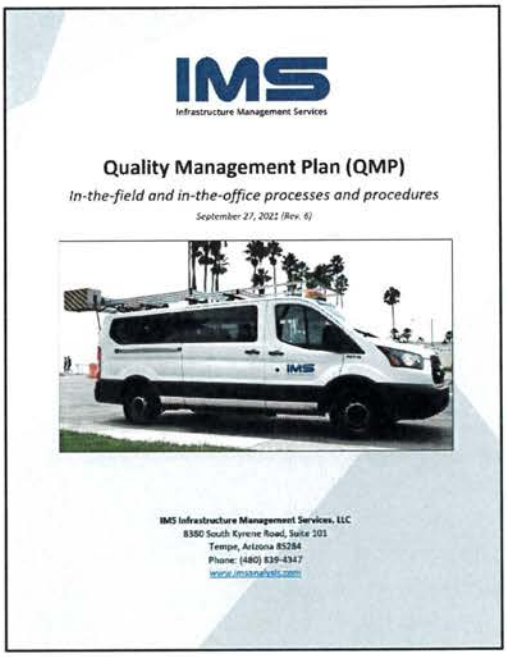
- Project team and schedule
- Equipment calibration and control sites
- Rater calibration

Phase 2. Project Execution – During Collection & Processing

- Fast-tracked data collection, processing, and reporting
- Production data collection and processing
- Routine equipment inspection and calibration

Phase 3. Data Delivery – Post Data Processing

- City acceptance and corrective action procedures
- Final data review
- Database delivery and technical memo


IMS
Infrastructure Management Services

Quality Management Plan (QMP)

In-the-field and in-the-office processes and procedures

September 27, 2021 (Rev. 6)

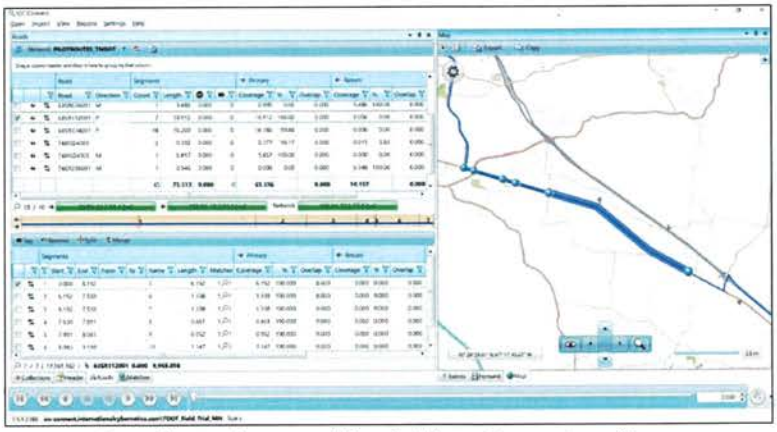
IMS Infrastructure Management Services, LLC
8380 South Kyrene Road, Suite 101
Tempe, Arizona 85284
Phone: (480) 839-4347

IMS' standard Quality Management Plan (QMP) document that is customized for each project.

New to the IMS Project Workflow: Our engineering team has worked extensively to improve the AI and data processing algorithms of the LCMS-2 technology. This has resulted in more repeatability, improved automation (quality and speed), and better data. Our stated goals are to continuously improve and build upon the tools at our disposal to deliver the best data to our clients.

GIS Survey Mapping & Network Referencing

Data collection is unique in every jurisdiction, varying by network complexity, the mix of urban and rural roadways, type of terrain, schedule constraints, and most notably, the analysis and data delivery requirements. To facilitate a standard approach that yields deliverables tailored to our clients' needs, **we developed our Unify™ Software Suite that includes Drive™ for data collection, Connect™ for data processing, and Inform™ for online visualization.** This comprehensive software relies on street centerline GIS data provided by

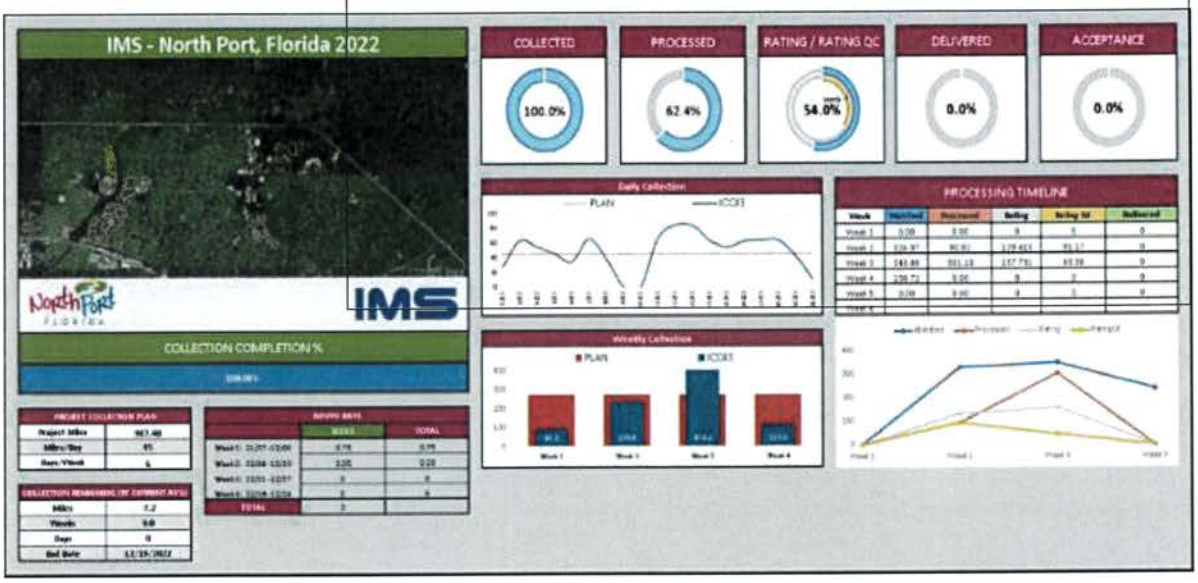

Sample road network loaded into Connect™ software

the City to build all successive processes, which include calibration, collection, processing, analysis, and reporting. The Unify™ Suite eliminates the need to use numerous scripts and transformations to produce the geodatabase and tabular deliverables.

Our technical team will review City-provided roadway network files (expected in an Esri GIS file format) that define the routes to be collected. The GIS will be reviewed against any existing pavement database street segments and roadways. If discrepancies arise, they will be noted and discussed for resolution

with the City before the start of data collection. The finalized roadway network will be loaded into the Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered, minimizing routing problems and location errors.

Sample reporting dashboard showing data collection and processing progress



The GIS files will include attributes such as road section ID, street name, street type, beginning description, ending description, start reference, and end reference for each segment.

Our Unify™ software automatically extracts data from the various sensors on the data collection vehicle and combines it with location information and imagery. The Unify™ Suite workflow provides easy field data collection using the Drive™ software onboard each RST, which seamlessly transfers collected data to Connect™ for spatial analysis and processing. Unify™ software provides our clients with a perfect match between their existing GIS and the resulting condition data and allows us to configure our data deliverable in many formats that are compatible with all pavement management software, GIS, and other management systems.

Connect™ enables daily progress tracking. The field crew will upload the day's collection for office-based data analysts to match against the network for location and completeness. For larger projects, it is customary practice to divide the network into smaller, more manageable segments, such as council districts or maintenance areas.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with LCMS-2 3D pavement imaging technology. Pavement surface distresses including load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.

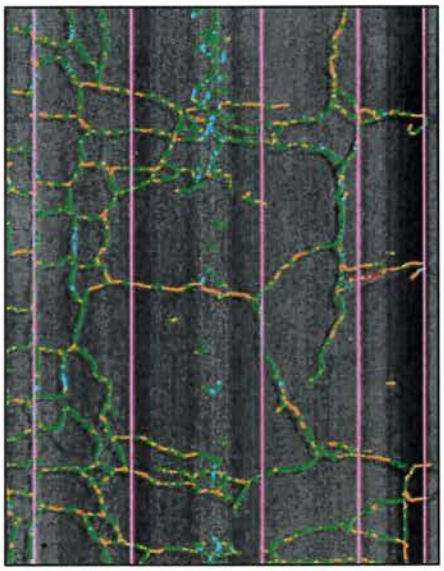


IMS Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
(Note: IMS has five RST LCMS-2 equipped systems dedicated to municipal pavement management.)

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 35 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Condition Index (PCI) raters to determine accurate and repeatable PCI values for each roadway segment. Furthermore, we deliver our PCI ratings and supporting data (distress information, rutting, and IRI values) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management system. During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

- Equipment is calibrated, and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specifications.
- The Crew Chief and operator manually monitor the HD digital images, GPS, distress recorder, roughness measurements, and rutting data.
- Each street is noted on the inventory and map, as well as through GPS and assignment of the RST van number.
- Production is tracked and records of coverage are documented.
- A corrective action plan is followed, as necessary.
- All data is backed up and sent to the IMS main office for processing.



LCMS-2 cracking data in QC/QA review stage.

ASTM D6433 Pavement Condition Evaluation

During and following the data collection effort, our team will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Condition Index (PCI) values. This is a six-step process that includes the following tasks:

1. **RoadInspect™ Pavement Distress Detection** – Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *(Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.)*
2. **IMS Pavement Distress Classification** – Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.
3. **IMS PCI Calculation** – Pavement distress data is imported into IMS' PCI calculation software, and PCI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433.
4. **IMS Quality Control (QC)** –The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
5. **IMS Quality Assurance (QA)** – The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.
6. **Client QA** – The IMS Project Manager reviews the findings of the pavement condition data with City staff before beginning any analysis activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Red represents high severity rutting, while orange represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time from continuous longitudinal profile data collected by the LCMS-2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.

Quality Control and Quality Assurance

IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.



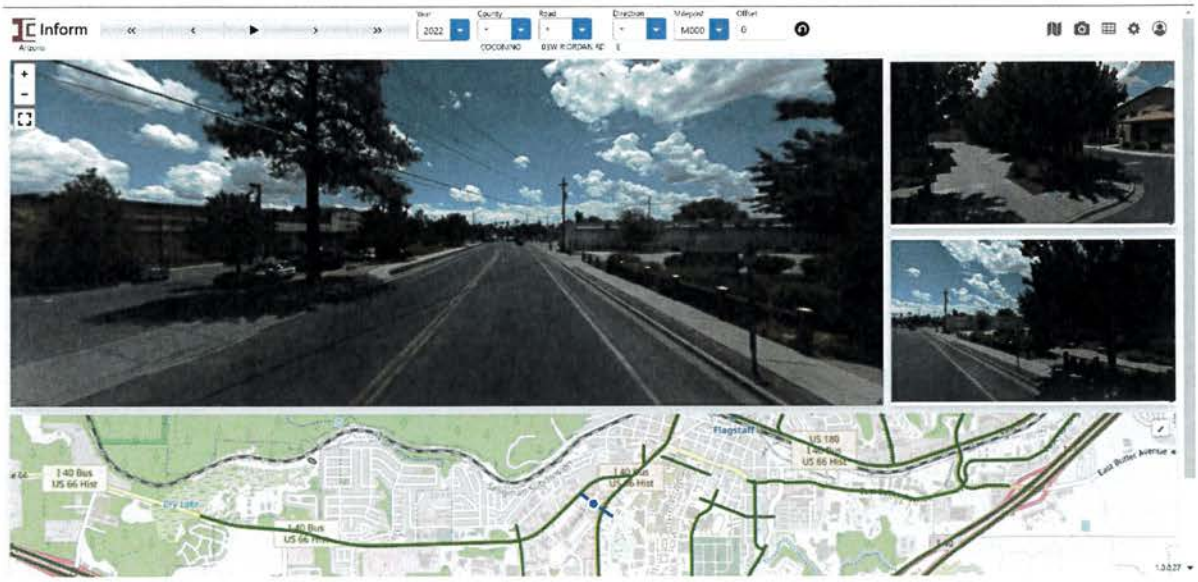
New QA Tool! *IMS QC/QA interface for manually reviewing automated distress detection and classification results.*

The IMS QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

Machine learning and artificial intelligence have made leaps and bounds in speeding up distress identification. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.

Inform Software – GIS Survey Mapping & Network Referencing

Data collection is unique in every jurisdiction. To facilitate a standard approach that yields deliverables tailored to our clients' needs, **we developed our Unify™ Software Suite that includes Drive™ for data collection, Connect™ for data processing, and Inform™ for online visualization.** Our comprehensive software suite relies on street centerline GIS data provided by the City to build all successive processes, which include calibration, collection, processing, analysis, and reporting.



Features:

- Play forward and reverse; step by image
- Easy search using map
- Drop-down lookup using any locators like District, City, Route, Direction, Milepost, etc.
- Go back in time: multiple cycles of data
- Panoramic 360-degree image view with pan/tilt/zoom controls
- U-turn button
- Tabular data
- Detail and summary charts

We will review the City's road network GIS files that define the extents of the survey and compare them against existing pavement database street segments. If discrepancies exist, they will be noted and reviewed with the City before data collection begins. We will load the finalized road network into Drive™, which defines the pavement network segmentation and attribution to be collected, minimizing routing problems and location errors. The GIS files will include attributes such as road section ID, street name, street type, beginning and ending descriptions, and start and end references for each segment. Data collection will then take place using one of our road surface testers (RSTs). Upon completion of data collection, Connect™ is used to automatically extract data from the sensors on the RST and combine it with location information and imagery. The output from Connect™ will be uploaded to Inform™ for convenient visualization.

Year 1 from project completion is included; subsequent years (if desired will have a hosting+ fee.

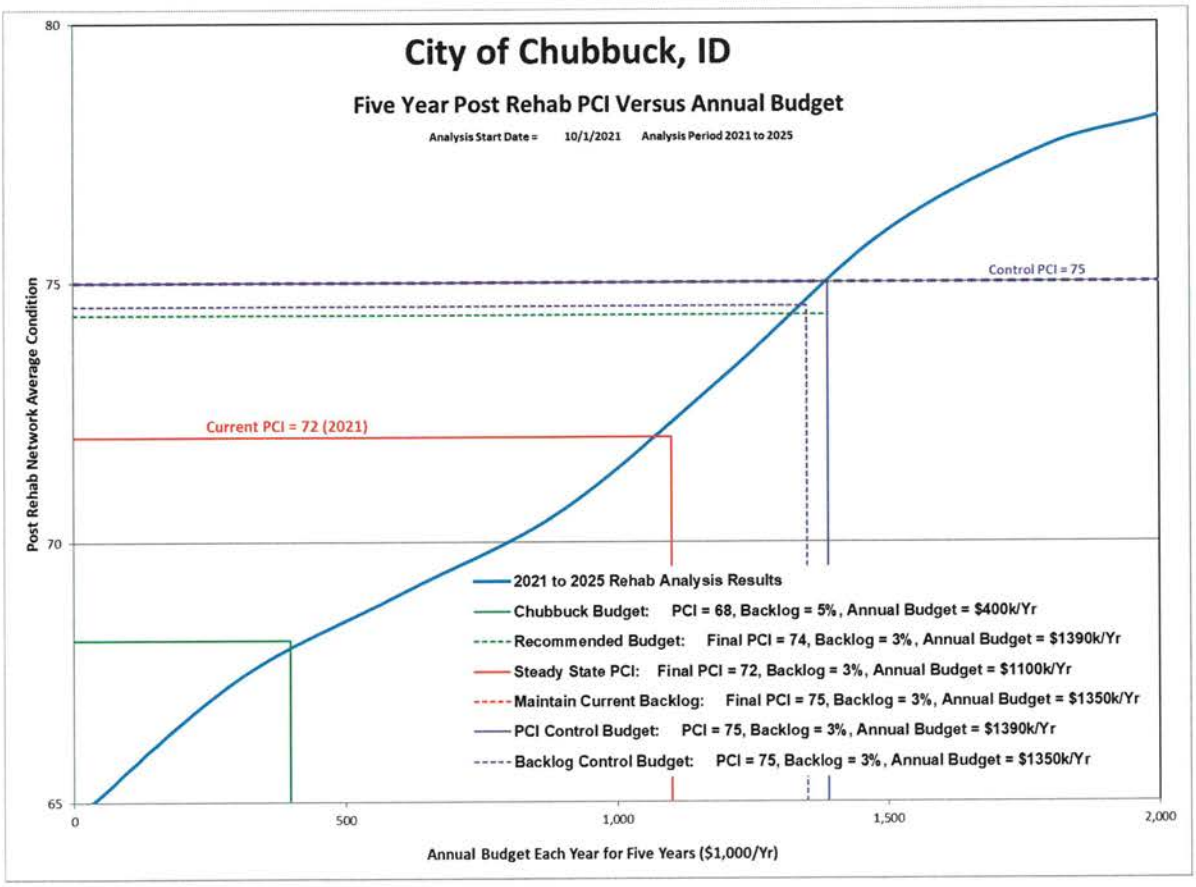
Optional Lucity Analysis for the 2025 Project

Once the QC/QA process has been completed, our project team will deliver a Client Review Spreadsheet (CRS). This spreadsheet includes the pavement inventory, life-cycle cost estimates, and the familiar graphs and charts to understand the health of the network. This information will provide quality data, based on sound engineering principles, and realistic budgets for the City staff to utilize in their project selections and internal analyses.

Once the City reviews the PCI data, the Project Manager will set up a meeting with City staff to discuss the analysis requirements and identify additional budget scenarios to prepare. At a minimum, the following pavement management scenarios have been recommended, based on the simplified approach to this project:

- Annual funding required to maintain existing pavement conditions.
- Funding required to maintain an average PCI of 65 over the next 5 years.
- Funding allocation for asphalt overlay and/or surface treatments to maintain an average PCI of 70 over the next 5 years.
- PCI for the network if current funding levels remain the same for the next 5 years.
- Recommended pavement strategies for the various budget scenarios investigated.

We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved. Assuming the City will request utilizing the **Lucity software**, similar to what the City of Chubbuck, ID – 2021-22 (see graph, below) has used for their multi-year analysis. As with most projects, we plan to run budget scenarios and develop paving projects with our streamlined approach utilizing the referenced IMS solution.



Capacity to Perform Work

IMS employs 49 full-time staff, including 8 pavement engineers – five of whom hold PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 15 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones.

Proposed Project Schedule

This is a representation of our proposed schedule for the 2024 City of Pocatello project, which reflects our improved project workflow. The field surveys are expected to progress at approximately 35 miles per day, and account for an estimated 2 weeks of testing.

Proposed Schedule of a 5-Month Project		
Assumes a NTP is issued March 31st, 2025 – *Data Collection is Weather Dependent*		
Task	**Description**	**Estimated Milestone**
1	Executed Agreement/NTP	If by late-March 20245
2	GIS Acquisition and Validation	April 2025
3	Kick-off with Review Map Iterations and Approval	April 2025
4	RST LCMS-2 Pavement Surveys (**344 Test-Miles**): * 6-week after GIS verified and Executed Contract	* May 2025
8	QC/QA for Data Collected	May-July. 2025
6	Deliver Pavement Condition Data/Client Review Spreadsheet	August 2025
7	Pavement Condition Data Load to Lucity	August 2025
Opt.	Draft Analysis Development & Client Comments	*TBD*
Opt.	Final Analysis, Draft & Written Report	*TBD*
Opt.	*Right-of-Way Assets, IMS Dashboard, Council Presentation*	*TBD*

Fee Proposal

The detailed budget presented on the next page is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget assignment. IMS is proposing to survey all City-maintained major roads in both directions and all locals in one direction to ensure a sufficient representative sample. Please review our assumptions below and the optional services on the following page:

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	$2,500.00		**$2,500.00**
GIS Review	267	Test Miles	$10.00		**$2,670.00**
GIS Survey Map Development	267	Test Miles	$5.00		**$1,335.00**
Mobilization/Calibration	1	Lump Sum	$3,000.00		**$3,000.00**
Field Data Collection - IrisPRO Pave	344	Test Miles	$105.00		**$36,120.00**
GIS Review	267	Test Miles	$10.00		**$2,670.00**
Inform Web Hosting (first year included)	344	Lump Sum	($2k+) $1.20	100%	**$0.00**
Data Processing: Modified ASTM D6433 (Including QC/QA)	344	Test Miles	$20.00		**$6,880.00**
PMS Data Load to Lucity	1	Lump Sum	$3,500.00		**$3,500.00**
Project Management	1	Test Miles	$2,790.00		**$2,790.00**
			Total Price:		**$58,795.00**

Optional Lucity Analysis & Report

L1	Lucity Analysis of Pavement & 5-Year Budget Development	1	LS	$5,500.00	$5,500.00
L2	Standard IMS Draft Written Report	1	LS	$2,500.00	$2,500.00
	a. Standard IMS Final Written Report	1	LS	$500.00	$500.00
				Lucity Analysis & Report	**$8,500.00**

Assumptions

1. Test miles are calculated based on the number of centerline miles and whether they will require one pass collection, or two pass collection based the number of lanes. We have assumed 2-pass collection for all arterial, collector, and 1-pass of local roadways.
2. Prior to kickoff meeting, agency will provide IMS with:
    1. Primary POC, secondary POC and other stakeholder contact information.
    2. Preliminary centerline GIS (i.e., geodatabase).
3. Data collection relies heavily on up to date and topologically sound GIS centerline information.
4. Pavement data collection is dependent on the agency's approval of the GIS maps representing the street inventory to be surveyed.
5. Pavement data collection is weather dependent and assumes one mobilization to the area. Data cannot be collected if the pavement is wet or if the temperatures are below 32 F or above 95 F.
6. Agency will actively participate in submission review and provide comments within a period of time that the agency and IMS will agree to during the kickoff meeting. The current proposed schedule assumes a two-week review period for draft deliverable submissions.

The following tasks highlights several value-added services that IMS could provide in conjunction with the pavement condition assessment:

Pocatello, ID: IMS Additional Optional Services

IMS Pavement Management Assessment & Analysis

Value-Added Service Activities:

10	Annual Fee: Downward Images in Inform Continuous Intervals Year 2+	1	LS/YR	$2,000.00	$2,000.00
	a. Data Fee for Hosting (Web Based; No Crack Display) Year 2+	344	T-Mi/YR	$1.20	$412.80
					$2,412.80
10	FastFWD (Deflection) Mobilization	1	LS	$2,500.00	$2,500.00
	a. Deflection Testing (55.5 CL Mi. 2-pass 72.5 CL Mi.Testing at 500' spacing)	155	T-Mi	$150.00	$23,250.00
	b. Data Analysis of Deflection Testing	1	LS	$2,250.00	$2,250.00
	c. Deflection Traffic Control (provided by City, IMS Est. 0-64 Hrs.)	0	HR	$135.00	$0.00
					$28,000.00
11	Right of Way Assets (GPS & Camera Config.: Select Once w/Any Asset Below)	344	T-Mi	$5.00	$1,720.00
	a. Sidewalk Database Development	344	T-Mi	$22.00	$7,568.00
	b. Curb Ramp Database Development	344	T-Mi	$30.00	$10,320.00
	c. Sign & Support Database Development	344	T-Mi	$75.00	$25,800.00
	d. Pavement Markings & Striping Database Development	344	T-Mi	$50.00	$17,200.00
	e. Curb & Gutter Database Development	344	T-Mi	$22.00	$7,568.00
	f. Traffic Signals/ Flashers. Controllers Database Development	344	T-Mi	$25.00	$8,600.00
	g. Street Lights Database Development	344	T-Mi	$45.00	$15,480.00
	h. Drop Inlets Database Development	344	T-Mi	$22.00	$7,568.00
	i. Drivepads Database Development	344	T-Mi	$22.00	$7,568.00
	j. Bridges Database Development	344	T-Mi	$25.00	$8,600.00
	k. Street Furniture Database Development	344	T-Mi	$25.00	$8,600.00
	l. Cattle Guards Database Development	344	T-Mi	$22.00	$7,568.00
	m. Speed Humps Database Development	344	T-Mi	$25.00	$8,600.00
	n. Guardrails & Roadside Pedestrian Fence Database Development	344	T-Mi	$22.00	$7,568.00
	o. Catch Basins/ Drainage Inlets Database Development	344	T-Mi	$22.00	$7,568.00
	p. Culverts & Ditches Database Development	344	T-Mi	$22.00	$7,568.00
	q. Cabinets Database Development	344	T-Mi	$22.00	$7,568.00
	r. Utility Poles Database Development	344	T-Mi	$45.00	$15,480.00
	s. Fire Hydrants Database Development	344	T-Mi	$22.00	$7,568.00
	t. Medians Database Development	344	T-Mi	$22.00	$7,568.00
	u. Valves Database Development	344	T-Mi	$32.00	$11,008.00
	v. Manhole Covers Database Development	344	T-Mi	$25.00	$8,600.00
	w. Trees Database Development	344	T-Mi	$55.00	$18,920.00
12	IMS Web-Story Map of County's Pavement Condition (for External Portal)	1	EA	$7,500.00	$7,500.00
	a. Years 2 & 3 Annual Updates of Rehabs; Update	3	EA	$2,000.00	$6,000.00
13	IMS Web-Dashboard of County's Pavement Condition (for Internal Staff)	1	EA	$5,500.00	$5,500.00
	a. Years 2 & 3 Annual Updates of Rehabs; Update	3	EA	$2,000.00	$6,000.00
14	City Council Presentation - Virtual	1	EA	$3,500.00	$3,500.00
	a. Add for an Onsite City Council Presentation	1	EA	$2,000.00	$2,000.00
15	Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	HR	$150.00	$1,200.00
16	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	$175.00	$175.00
17	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	$200.00	$200.00
18	Functional Class Review	16	HR	$175.00	$2,800.00
19	GIS Clean-up Services	6	HR	$175.00	$1,050.00
20	Sidewalk-Surface Tester (SST) Mob., Survey & Analysis: **Sidewalks**			(See Separate Submittal)	
21	Lidar-Mounted Unit Mob., Survey & ADA Compliance Data: **ADA Curb Ramps**			(See Separate Submittal)	
21	Software Evaluation Needs Assessment	1	LS	$1,750.00	$1,750.00
22	Convert Street Layer Polylines to Polygons	344	T-Mi	$6.00	$2,064.00
23	Convert Street Layer Polygons to Polylines	344	T-Mi	$20.00	$6,880.00

Thank you for your continued interest in working with the IMS team. We value developing and maintaining long-term partnerships with our clients. We will strive to remain an asset and extension of the City of Pocatello staff and team. If any questions arise, please do not hesitate to contact me at **(480) 741-1847** or jtourek@imsanalysis.com.

IMS Infrastructure Management Services, LP

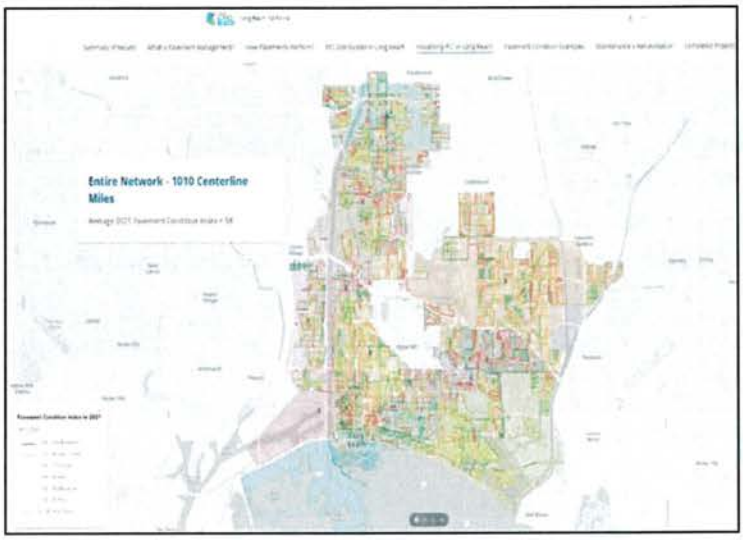
Jim Tourek

Jim Tourek, Client Services Manager

Pgs. 13 – 14 highlighted some additional services captured above

Optional: Esri Story Map

IMS is an Esri Authorized Business Partner and an early adopter of Esri technologies. The partnership between IMS and Esri makes unparalleled industry and subject matter expertise available to our clients. Our team of GIS experts are focused on building easy-to-use and easy-to-maintain web-based, geocentric story maps and dashboards to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Many agencies are already using Esri software and ArcGIS Online, and we look for ways to leverage that existing licensing, subscriptions, and infrastructure to elevate the data we are delivering. We have built story maps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the maintenance and rehabilitation budgets are distributed to maximize the use of scarce funding. In addition to the story maps, we have also deployed agency-focused dashboards to enable managers to easily review the planned work, existing and forecasted conditions, and funding impacts on a map.



IMS interactive Esri GIS story map: City of Long Beach, CA

Project Highlight: Long Beach, CA

Link to live story map: Long Beach Story Map

IMS is working with the City of Long Beach, CA to web-enable their pavement management plan to engage citizens in the pavement management process. To facilitate this activity, IMS has authored and deployed an Esri Story Map that shares complex engineering information in an easy to understand public-facing framework. A second, password protected configuration as a dashboard exists that allows City engineers to access additional information and data.

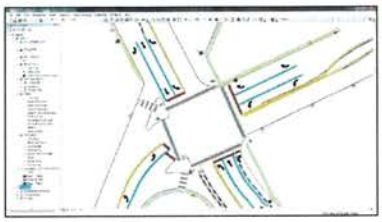
Deliverables

The following products can be delivered to the City:

- Report summarizing the findings of the pavement condition survey
- Client Review Spreadsheet (CRS) with inventory, charts, and graphs
- Esri geodatabase containing updated pavement information including distress information
- Signs geodatabase and multiple views of imagery along with a viewing tool.

Additional Value-Added Services

On the following page, the table presents additional services that the IMS Team can provide for this project. We have performed these services for agencies in Arizona and across the United States to assist agencies in better managing their pavement, sidewalk, and asset inventories.

Technology	Value Added	Photo
Right of Way Asset Collection	Imagery collected during the RST survey can be used to build ROW asset inventories and condition assessments for signs, signposts, curb and gutter, sidewalks, ramps, striping, and many other assets. A subconsultant will be added to the team if this is selected.	
Story Map and/ or Dashboard	IMS is an Esri Authorized Business Partner and an early adopter of Esri technologies. The partnership between IMS and Esri makes unparalleled industry and subject matter expertise available to our clients. Our team of GIS experts are focused on building easy-to-use and easy-to-maintain web-based, geocentric story maps and dashboards to serve not only our clients, but also their constituents. Link to a live story map: Long Beach Story Map	 *IMS interactive Esri GIS story map:*
Fast Falling Weight Deflectometer (FastFWD)	Deployed for measuring pavement structural capacity and pavement layer stiffness values. This information is combined with pavement distress data to better predict future performance and fine-tune rehab activities. This is frequently used to determine when overlays are no longer effective, and reconstruction is needed.	
Sidewalk Surface Tester (SST)	Deployed for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys provide agencies with comprehensive sidewalk condition data that may be used in combination with Lidar sidewalk ramp data to develop detailed ADA transition plans.	
Mobile LiDAR for Sidewalk Ramp Assessments	Deployed to supplement right-of-way inventory surveys by creating a three-dimensional point cloud from which measurements can be extracted. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals.	 

CITY OF
POCATELLO

Street Services Department

#22

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Purchase:
(1) FHR Series Road Widener Attachment

It is my recommendation that the City of Pocatello Street Services procure via local dealer, Western States Caterpillar, one (1) FHR Series Road Widener skid steer attachment in the sum of $64,584.15. This amount has been budgeted for in the FY25 Street Services budget.

The paperwork from Western States Caterpillar honoring the price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

#22

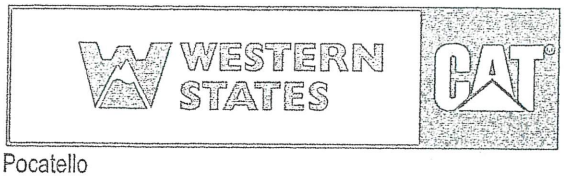
To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: January 23, 2025

Re: Procurement of FHR Series Road Widener Attachment

I have reviewed the above referenced documents and have no legal concerns with Council approving the procurement of the FHR Series Road Widener Attachment for $64,584.15 from Western States Caterpillar. The amount is below the required bid threshold of $75,000 as dictated by Idaho Code §67-2803(2) and §67-2806.



Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.232.2640

SALES AGREEMENT

AGREEMENT: Q000399913-2
AGREEMENT DATE: 1/14/2025
AGREEMENT EXPIRES: 2/13/2025
WAREHOUSE: Pocatello Machine Sales
CUSTOMER NO.: 6963220
CUSTOMER PO:
SALESMAN: Jim E Betty

Jim.Betty@wseco.com

SOLD TO:
City Of Pocatello
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

SHIP TO:
Office
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

ITEM DESCRIPTION	PRICE
Misc Item - MS Misc Item RW-1001001 FHR Right Hand shoulder Machine with Remote & RW-1004004 Push Plate 11'L x 8'W x 4' H with Roller Extension Kit -	$64,584.15

Notes

Before Tax Balance	$64,584.15
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	$64,584.15

Western States Equipment

Order Received by _____

Title Salesman Date _____

City Of Pocatello

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.

WESTERN STATES CAT

SALES AGREEMENT

NO.: Q000399913-2

EQUIPMENT DETAILS

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. **ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. **NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. **LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. **FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. **INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. **DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title: Salesman
Date:_____	Date:_____

Digital Offerings

WESTERN STATES CAT

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

CITY OF
POCATELLO

Street Services Department

#23(a)

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Piggyback Purchase:
(1) 2025 CAT 265 Compact Track Loader

It is my recommendation that the City of Pocatello Street Services piggyback the competitively bid Sourcewell Contract #020223-CAT with Western States Caterpillar for the purchase of one (1) 2025 Caterpillar 265 Compact Track Loader. The vendor has agreed to allow us to piggyback this procurement at the contract cost of $96,738.63. This amount has been budgeted for in the FY25 Street Services budget.

The paperwork from Western States Caterpillar honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

23(a)

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney

Date: January 24, 2025

Re: Cooperative Purchasing of CAT 265 Compact Track Loader on Sourcewell Contract #020223-CAT

I have reviewed the above referenced Sourcewell Contract and quote with Western States Caterpillar for procurement of one (1) 2025 Caterpillar 265 Compact Track Loader, and have no legal concerns with the Council approving the purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

WESTERN STATES CAT

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.232.2640

SALES AGREEMENT

AGREEMENT: Q000395935-5
AGREEMENT DATE: 1/28/2025
AGREEMENT EXPIRES: 1/11/2025
WAREHOUSE: Pocatello Machine Sales
CUSTOMER NO.: 6963220
CUSTOMER PO:
SALESMAN: Jim E Betty

Jim.Betty@wseco.com

SOLD TO:
City Of Pocatello
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

SHIP TO:
Office
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

ITEM DESCRIPTION	PRICE
2025 Caterpillar 265 Compact Track Loaders S/N: KR405336 SMU: 3 hrs ID:E0151683	$94,863.36
• Delivery Freight	
• New Warranty - MS New Warranty 2 year / 2000 Hour Premier	
Caterpillar 86" GP BKT BOCE SSL .82YD S/N: A4249BK21671 YEAR: 2024 ID: E0150327	$1,875.27

Notes

Before Tax Balance	$96,738.63
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$96,738.63**

Western States Equipment

Order Received by _____

Title Salesman Date _____

City Of Pocatello

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Cat Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.

WESTERN STATES CAT

SALES AGREEMENT

NO.: Q000395935-6

EQUIPMENT DETAILS

5860268 265 05A COMPACT TRACK LOADER
5792323 PRODUCT LINK, CELLULAR PL243
5859676 COUNTERWEIGHT,MACHINE,EXTERNAL
5860093 GUARDING / SEALING PKG, (HD1)
5942212 HEATER, ENGINE COOLANT, 120V
6066585 FUEL, ELECTRIC PRIMING
6431300 SHIPPING/STORAGE PROTECTION
6518314 CAB PACKAGE, ULTRA
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P9002 LANE 2 ORDER
6424160 BUCKET-GP, 86", BOCE
5792312 REAR LIGHTS
5859582 INSTRUCTIONS, ANSI, USA
5860028 RIDE CONTROL
5937243 DOOR, CAB, GLASS
5964438 TRACK,RUBBER,450MM(17.7 IN)BAR
6131925 SEAT BELT, 3"
6437208 CERTIFICATION ARR, P65
6518586 INTEGRATED RADIO
0P0210 PACK, DOMESTIC TRUCK
0P0096

WESTERN STATES CAT

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Pocatello			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty 2 year / 2000 Hour Premier				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
265	265 Compact Track	3	KR405336	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS.** STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (Initial)

OWNER/LESSEE SIGNATURE : DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR®

Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record — Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	265	KR405336	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
86" GP BKT BOCE SSL .82YD			
Serial No. N/S A4249BK21671	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) Nombre del Cliente (con letra de imprenta) City Of Pocatello

Dirección postal completa Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169

Country país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.

☐ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☐ 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature
Firma del usuario _____

Dlr. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegúrese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The ability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Salesman
Date: _____	Date: _____

WESTERN STATES CAT

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Pocatello			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 1,000 hrs & PREMIER				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
265	265 Compact Track	3	KR403789	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.
Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders , mini hydraulic excavators, skid steer loaders , multi terrain loaders , and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. I0) Costs associated with travel time and mileage required for on-site repairs.
EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.
Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.
Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. I0) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. I1) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.
Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.
Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:
Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)
The machine availability will be evaluated at I2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner $25.00 per hour for the
hours necessary to "enhance" availability to the 95%level.
Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.
Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.
Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended
Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: I) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: I) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a $50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a $50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OFTHE MACHINE SERVICE CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228

CATERPILLAR

Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record — Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	265	KR403789	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
86" GP BKT BOCE SSL .82YD			
Serial No. N/S A4247BK21337	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Pocatello

Dirección postal completa Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.

☐ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☐ 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature
Firma del usuario _____

Dlr. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

CATERPILLAR

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html .

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document").The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company Name (print) : _____

Company Representative (print) : _____

Signature : _____

Date : _____

Company UCID : _____

Company Representative CWS ID : _____

Main Store Dealer Code : _____

Dealer Representative Name : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit

Customer : City Of Pocatello

Account # : 6963220

Western States Equipment Contact : Jim.Betty@wseco.com

Date : Thursday, December 12, 2024

Delivery Date : 12/12/2024

MACHINE INFORMATION

Machine Serial : KR403789

Machine Model : 265 Compact Track Loaders

Single 500 Hr. Service

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at . A hard copy of the Terms and Conditions is available upon written request to . Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

_____

Client Signature and Date

_____

Western States Equipment Signature and Date

Governmental Buyback

WESTERN STATES CAT

Dear City Of Pocatello,

Thursday, December 12, 2024

Reference Agreement: Q000395935-2

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
265	KR403789	Governmental Buyback 60 month / 1000 Hour $30,000

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Pocatello.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

_____

Vice President, Finance

_____

Authroized Signature

_____

Used Equipment Manager

Digital Offerings

WESTERN STATES CAT

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

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Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (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 **Medium Duty and Compact Construction Equipment with Related Attachments** 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 17, 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.

Caterpillar: Confidential Green

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of 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 percentage list discount stated in Supplier's Proposal.

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Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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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.

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.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Suppliermay work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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.

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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.

C. 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 Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating 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 Supplier's Participating Dealer 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.

Caterpillar: Confidential Green

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.

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 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.

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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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

Intentionally omitted.

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

Caterpillar: Confidential Green

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. Intentionally deleted.

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.

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:

- 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

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, 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

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's Participating Dealers 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 Participating Dealer 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.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 11:57 AM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:14 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday December 06, 2022 08:40:12
Submitted On:	Wednesday February 01, 2023 17:08:39
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	9a461f27-b7e7-4aa6-83b3-419bcf0de541
Submitter's IP Address:	199.247.43.43

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")	Caterpillar 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):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925 when Holt and Best merged to form their new tractor company, they used the name Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar. With 2022 sales and revenues of $59.4 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment RFP opportunity.
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.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021. In 2022 full year sales and revenues were $59.4B with a profit per share of USD $12.64. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Cat dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. 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 we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our 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.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

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	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.
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?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.
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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.

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 *	
Baltimore County, MD	Jamie Donahue	410-952-6981	
Washington DC Fleet	Greg Harrelson	202-437-3799	
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	

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 *	
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, Cat dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of 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?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. 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.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness:	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
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 do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

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.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front. Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site. Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.

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.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
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.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

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.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.

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?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	

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?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.catfinancial.com/en_US.html/	*
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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
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 Cat 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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
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 goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.
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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.
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.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.

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.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.
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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

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.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader (7 models offered) - Cat Skid Steer Loader (7 models offered) - Cat Track Hydraulic Excavator (34 models offered) - Cat Wheel Hydraulic Excavator (7 models offered) - Cat Forestry (4 models offered) - Cat Telehandlers (8 models offered) - Cat Track Type Tractors (3 models offered) - Cat Track Loaders (3 models offered) - Cat Wheel Loaders (19 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
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	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
72	Skidsteers;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Mini excavators;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Telehandlers;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Soil compaction and site preparation equipment	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.

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 - Pricing.zip - Tuesday January 31, 2023 14:05:38
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Consultant, Caterpillar 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_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

DocuSign Envelope ID: FC9F9D33-278C-48EA-BCBB-11FDFA91D43C

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:46 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
66A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:47 PM PDT

CITY OF
POCATELLO

Street Services Department

#23(b)

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: January 15, 2025

SUBJECT: Recommendation for Piggyback Purchase:
(1) New CAT PM622 Cold Planer/Mill

It is my recommendation that the City of Pocatello Street Services Department piggyback the competitively bid Sourcewell Contract #020223-CAT with Western States Caterpillar for the purchase of one (1) new Caterpillar PM622 Cold Planer/Mill. The vendor has agreed to allow us to piggyback this procurement at the contract cost of $861,008.92, together with a trade-in (2010 CAT PM200) valued at $70,000, for a total expenditure of $791,008.92. This amount has been budgeted for in the FY25 Street Services budget.

The paperwork from Western States Caterpillar honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

#23(b)

To:	City Council and Mayor
From:	Matt Kerbs, Deputy City Attorney
Date:	January 24, 2025
Re:	Cooperative Purchasing of CAT PM622 Mill on Sourcewell Contract #020223-CAT

I have reviewed the above referenced Sourcewell Contract and quote with Western States Caterpillar for procurement of one (1) new Caterpillar PM622 Cold Planer/Mill, and have no legal concerns with the Council approving the purchase and associated trade-in (2010 CAT PM200), as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

WESTERN STATES CAT

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.232.2640

SALES AGREEMENT

AGREEMENT: Q000361696-7
AGREEMENT DATE: 1/15/2025
AGREEMENT EXPIRES: 5/3/2024
WAREHOUSE: Pocatello Machine Sales
CUSTOMER NO.: 6963220
CUSTOMER PO:
SALESMAN: Jim E Betty

Jim.Betty@wseco.com

SOLD TO:
City Of Pocatello
Attn: Finance Department
Po Box 4169
Pocatello, ID 83205-4169

SHIP TO:
Western States Equipment -Pocatello
8403 S 5th Ave
Pocatello, ID 83204-2237

ITEM DESCRIPTION	PRICE
Caterpillar PM622 S/N: TBD • Caterpillar WT-AP Build S/N: TBD • Delivery Freight • Governmental Buyback - Governmental Buyback5 year / 600 Hour $425,000. • New Warranty - MS New Warranty5 year / 1000 Hour GFSW • Training	$861,008.92
Misc Item - MS Misc Item 8MM FINE DRUM -	$0.00
TRADE PROPOSAL 2010 Caterpillar PM-200 S/N: P1C00443 SMU: 0 hrs	($70,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes

Before Tax Balance	$791,008.92
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$791,008.92**

Western States Equipment

Order Received by _____

Title Vice President of Sales Date _____

City Of Pocatello

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in satisfactory condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interests except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Cat Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.

EQUIPMENT DETAILS

6597961 PM622 02C COLD PLANER DCA1
0P2587 COMMISSIONING, NOT NEEDED
0P0210 PACK, DOMESTIC TRUCK
6108653 PM622 02C COLD PLANER
610-8653 PM622 02C COLD PLANER
615-6178 ENGINE, CAT C18
610-8650 VENTILATION SYSTEM
628-9458 CANOPY, FOLDING, HYD, WIDE
616-6438 MATS, FLOOR, ANTI-FATIGUE
618-9000 MOUNT, CONSOLE, PREMIUM
610-8664 INBOARD SKI
657-2043 TANK, FUEL STANDARD
517-1709 ROTOR, K STD - 15 MM
620-7321 NO CONVEYOR SWING VALVE
387-4320 PORT, FILLING, WATER TANK (Qty 2)
600-8851 GUIDE, STANDARD STEERING
642-0793 INSTRUCTIONS, ANSI
617-3450 LIGHTS, LED, PERIMETER/SERVICE
620-9103 COVER, NO TOOLBOX
619-1184 REAR CAMERA
619-1185 CAMERA, AUX
3764136 SENSOR, SONIC AVERAGING
5670904 ROTOR, K FINE - 8 MM
0P9001 LANE 1 ORDER
4218926 SERIALIZED TECHNICAL MEDIA KIT
0F5109 CERTIFICATE OF ORIGIN
0G0527 PM622 MISC MATL
610-8635 MACHINE, PM6 COMMON
396-4803 PLUG, NO WATER FILL PUMP
374-6811 PUMP, WASHING, HIGH PRESSURE
618-5533 SEATS, PEDESTAL
615-9520 DOUBLE CENTER DISPLAY
380-3870 CONTROL, CAT G&S SYSTEM
613-9389 PRODUCT LINK, CELLULAR PLE743
634-0642 INSTALLATION, STD ROTOR
610-8648 DISCHARGE CONVEYOR, FOLDING
623-2766 DUST REDUCTION, ADD. (88")
374-1439 SIDE FILL VALVE & PORT
618-2957 OIL, HYD, STANDARD
394-0410 LIGHTS, BEACON
594-8849 LAMP, LED (MAGNETIC MOUNT)
617-9328 DISPLAY, OPTIONAL (Qty 2)
619-1181 CONVEYOR CAMERA
376-4134 PNEUMATIC BIT REMOVAL TOOL
0G0527 PM622 MISC MATL

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and hereby waives any and all defenses to any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the original manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title: Vice President of Sales
Date:_____	Date:_____

WESTERN STATES CAT

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Pocatello			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Finance Department Po Box 4169 Pocatello, ID 83205-4169				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty 5 year / 1000 Hour GFSW				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS.** STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : DATE:

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : DATE:

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.
Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is ó months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders , mini hydraulic excavators, skid steer loaders , multi terrain loaders , and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. I0) Costs associated with travel time and mileage required for on-site repairs.
EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.
Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.
Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. I0) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. I1) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.
Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.
Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:
Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)
The machine availability will be evaluated at I2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner $25.00 per hour for the
hours necessary to "enhance" availability to the 95%level.
Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.
Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.
Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended
Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: I) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: I) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a $50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a $50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OFTHE MACHINE SERVICE CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228

Governmental Buyback

WESTERN STATES CAT

Dear City Of Pocatello,

Thursday, December 12, 2024

Reference Agreement: Q000361696-4

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
		Governmental Buyback 5 year / 600 Hour $425,000.

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Pocatello.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

_____

Vice President, Finance

_____

Authroized Signature

_____

Used Equipment Manager

Digital Offerings

WESTERN STATES CAT

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

DocuSign Envelope ID: FC9F9D33-278C-48EA-BCBB-11FDFA91D43C

Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (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 **Medium Duty and Compact Construction Equipment with Related Attachments** 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 17, 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.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of 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 percentage list discount stated in Supplier's Proposal.

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Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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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.

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.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Suppliermay work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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.

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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.

C. 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 Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating 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 Supplier's Participating Dealer 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.

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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.

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 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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

Intentionally omitted.

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. Intentionally deleted.

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.

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:

- 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

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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

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.

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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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

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's Participating Dealers 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 Participating Dealer 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

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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.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 11:57 AM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:14 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday December 06, 2022 08:40:12
Submitted On:	Wednesday February 01, 2023 17:08:39
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	9a461f27-b7e7-4aa6-83b3-419bcf0de541
Submitter's IP Address:	199.247.43.43

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")	Caterpillar 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):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925 when Holt and Best merged to form their new tractor company, they used the name Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar. With 2022 sales and revenues of $59.4 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment RFP opportunity.
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.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021. In 2022 full year sales and revenues were $59.4B with a profit per share of USD $12.64. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Cat dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. 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 we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our 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.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

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	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.
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?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.
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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.

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 *
Baltimore County, MD	Jamie Donahue	410-952-6981
Washington DC Fleet	Greg Harrelson	202-437-3799
Town of Scituate Mass.	Kevin Cafferty	781-545-8732

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 *
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, Cat dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of 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?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. 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.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
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 do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

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.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front. Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site. Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.

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.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
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.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

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.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.

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?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	

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?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.catfinancial.com/en_US.html/	*
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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
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 Cat 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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
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 goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.
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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.
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.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.

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.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.
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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

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.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader (7 models offered) - Cat Skid Steer Loader (7 models offered) - Cat Track Hydraulic Excavator (34 models offered) - Cat Wheel Hydraulic Excavator (7 models offered) - Cat Forestry (4 models offered) - Cat Telehandlers (8 models offered) - Cat Track Type Tractors (3 models offered) - Cat Track Loaders (3 models offered) - Cat Wheel Loaders (19 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
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	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
72	Skidsteers;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
73	Mini excavators;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
74	Telehandlers;	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
75	Soil compaction and site preparation equipment	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*

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 - Pricing.zip - Tuesday January 31, 2023 14:05:38
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Consultant, Caterpillar 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_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

DocuSign Envelope ID: FC9F9D33-278C-48EA-BCBB-11FDFA91D43C

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:46 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: VP Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:47 PM PDT

#24

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, REZONING 155 WILLARD AVENUE, POCATELLO, IDAHO, FROM ZONING DESIGNATION COMMERCIAL GENERAL (CG) TO RESIDENTIAL MEDIUM DENSITY SINGLE-FAMILY (RMS), SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS LOTS 10, 11, 12, AND 13; BLOCK 2; MARTIN SUBDIVISION, BANNOCK COUNTY, IDAHO; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Brandon Desfosses made application to the City to rezone 155 Willard Avenue from Commercial General (CG) to Residential Medium Density Single-Family (RMS), said property more particularly described as Lots 10, 11, 12, and 13; Block 2; Martin Subdivision, Bannock County, Idaho; and

WHEREAS, the Planning and Zoning Commission held a Public Hearing on December 11, 2024, to consider the rezoning request, as required by law, and thereafter recommended approval of the request; and

WHEREAS, the City Council being fully advised and having held a Public Hearing on the request January 2, 2025, adopting its written decision January 16, 2025, in compliance with the laws of the State of Idaho and of the City of Pocatello, having decided to grant the rezoning request; and

WHEREAS the proposed rezone is in compliance with the laws of the State of Idaho and of the City of Pocatello.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the land located at 155 Willard Avenue, Pocatello, Idaho, more particularly described as Lots 10, 11, 12, and 13; Block 2; Martin Subdivision, Bannock County, Idaho and previously zoned Commercial General (CG) is hereby rezoned to Residential Medium Density Single-Family (RMS).

Section 2: That this ordinance repeals all ordinances or parts of ordinances in conflict herewith.

Section 3: That the official zoning map adopted by the City of Pocatello and on file with the City Clerk in accordance with applicable law be amended to incorporate the change of zoning provided for in this Ordinance.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of February, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of February, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
Commission expires: _____