CITY OF RICHMOND STANDARD CONTRACT

| Department: | | Project Manager: | | |
|-------------------------|---------|---------------------------|-------------------|--|
| Project Manager E-mail: | | Project Manager Phone No: | | |
| | | | | |
| PR No: Vendor No: | | P.O./Contract No: | P.O./Contract No: | |
| Description of Se | rvices: | | | |
| | | | | |
| | | | | |

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. <u>Parties.</u> The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

| Company Name: | |
|------------------------|--|
| Street Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone: | Email: |
| Business License No: | / Expiration Date: |
| |] limited liability corporation [] general rship, [] individual, [] non-profit corporation, |

| - L | | | is [speeny.] | |
|-----|-------|------------|--------------|--|
| ſ | other | [specify:] | | |

- 2. <u>Term.</u> The effective date of this Contract is ______ and it terminates ______ unless terminated as provided herein.
- 3. <u>Payment Limit.</u> City's total payments to Contractor under this Contract shall not exceed \$. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
- 4. <u>Contractor's Obligations.</u> Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 5. <u>City's Obligations.</u> City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

- 6. <u>Authorized Representatives and Notices</u>. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. <u>General Conditions.</u> This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 8. <u>Special Conditions</u>. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
- 9. <u>Insurance Provisions.</u> This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
- 10. <u>Signatures.</u> These signatures attest the parties' Contract hereto:

| CITY OF RICHMOND CONTRACTOR: a municipal corporation | | | | |
|---|--|--|-----------------------------|--|
| Ву: | | The Corporation Chairperson of the Board, sident or Vice President should sign below) | | |
| Title: | Ву | Ву: | | |
| I hereby certify that this Contract has been approved by City Council. | Ti | le: | | |
| has been approved by Oity Outlon. | Da | Date Signed: | | |
| By: City Clerk | | | | |
| City Clerk | | The Corporation Chief Financial Officer, cretary or Assistant Secretary should sign bel | ow) | |
| Approved as to form: | | | | |
| | | | | |
| By: City Attorney | Tit | le: | | |
| ony Anomey | Da | te Signed <u>:</u> | | |
| | Co or be Pro Se | DTE: Pursuant to California Corporation de Section 313, if Contractor is a corpora nonprofit organization, this Contract (1) r signed by (a) the Chairperson of the Boa esident or Vice-President <u>and</u> (b) the cretary any Assistant Secretary, the Chie ancial Officer or any Assistant Treasurer | ation nust ard, ef | |
| LIST OF ATTACHMENTS: Service Plan Payment Provisions Authorized Representatives and Notices General Conditions Special Conditions Insurance Provisions Standard Contract/EJ/TE 9-26-07 | Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E Exhibit F | Sanctuary City Compliance Statement Vehicle Specifications Richmond Public Library Proposal Updated Quote | | |

EXHIBIT A SERVICE PLAN

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:

EXHIBIT B PAYMENT PROVISIONS

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

- 1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
- Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
- 3. Contractor shall submit timely invoices to the following address:

| Attention: City of Richmond, Finance Department - Accounts Payable | | | |
|--|-------------|--|--|
| Project Manager: | Department: | | |
| PO Box 4046 | | | |
| Richmond, CA 94804-0046 | | | |

- 4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, ______ before payments shall be authorized.
- 5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
- 6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
- 7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C AUTHORIZED REPRESENTATIVES AND NOTICES

- 1. <u>Notices</u>. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.
 - 1.1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

EXHIBIT D GENERAL CONDITIONS

- Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 3. <u>City Property</u>. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
- 4. <u>Patents, Trademarks, Copyrights and Rights in Data</u>. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. <u>Inspection</u>. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. <u>Services</u>. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. <u>Records</u>. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5 years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5 year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5 years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. <u>Changes and Extra Work</u>. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. <u>Additional Assistance</u>. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

- 10. <u>Professional Ability</u>. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
- 11. <u>Business License</u>. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
- 12. Termination Without Default. Notwithstanding any provision herein to the contrary. City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

- 13. <u>Termination in the Event of Default</u>. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.
- 14. <u>Conflict of Interest</u>. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.
- 16. <u>Safety</u>. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

- 17. <u>Insurance</u>. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
- <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Contract.
- 19. <u>Compliance with Laws</u>. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <u>http://www.ci.richmond.ca.us/workplacepolicies</u>. Contractor agrees to abide by the terms and conditions of said policies.

20. <u>Limitations upon Subcontracting and Assignment</u>. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

- 21. <u>Integration</u>. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
- 22. <u>Modifications and Amendments</u>. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
- 24. <u>Non-exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

- 25. <u>Exhibits</u>. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
- 26. <u>Force Majeure</u>. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
- 27. <u>Time of the Essence</u>. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
- 28. <u>Confidentiality</u>. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

- 29. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
- 30. <u>Governing Law</u>. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
- 31. <u>Nonrenewal</u>. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
- 32. <u>Claims</u>. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
- 33. <u>Interpretation</u>. This Contract shall be interpreted as if drafted by both parties.
- 34. <u>Warranty</u>. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
- 35. <u>Severability</u>. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

- 36. <u>Authority</u>. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
- 37. <u>Waiver</u>. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
- 38. <u>Possessory Interest</u>. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard. City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. <u>Survival</u>. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

EXHIBIT E SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

EXHIBIT F INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

Exhibit F Section 8

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

- 1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
- 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
- 3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
- 4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
- 5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
- 6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. (Only required for Construction Contracts involving property)
- 7. Contractor's Pollution Liability (if applicable for Construction Contractors)

| Required Coverage | Minimum Limits |
|---|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self- Insure, signed by the California Department of Industrial Relations and Self- Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <u>http://www.ci.richmond.ca.us/index.aspx?nid=61</u> . |

__ Exhibit F

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

| General Liability | PROJECT COST | REQUIRED LIMIT | |
|--|--|---|--|
| (primary and excess limits | \$0 - \$5 million | \$2 million p/o | |
| combined) | \$5 million - \$10 million | \$5 million p/o | |
| | Over \$10 million | \$10 million p/o | |
| | Fireworks | \$5 million p/o | |
| | Includes coverage for bodily injury, per products and completed operations. Th XCU perils (explosion, collapse, or dam If the policy includes a general aggrega apply separately to this project, service required aggregate limit shall be tw million aggregate limit). | e policy shall not exclude coverage for age to underground property). ate, either the general aggregate shall e or location or the minimum | |
| | Policy shall be endorsed to name the C insured per the conditions detailed belo | | |
| Automobile Liability | \$1,000,000 per occurrence for bodily | injury and property damage. | |
| Builders' Risk/Course of | Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption. | | |
| Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. (Only required for Construction Projects involving property and equipment installation.) | | projects, a property installation floater improvement, remodel, modification, existing buildings, structures, The Property Installation Floater je for any building, structure, baired, broken or destroyed during the | |
| | the City of Richmond's site. The City of Richmond shall be named a appear. The insurer shall waive all righ | | |
| Contractor's Pollution Liability (if applicable) | Same limits as General Liability. | | |
| Protects against: unexpected/unintended release of pollution resulting from contractors covered operations such as: | | | |
| HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders. | | | |
| Required Policy Conditions | | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | | |
| Additional Insured Endorsement | Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</i> | | |

Exhibit F Section 8

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

| Additional Insured Endorsement (continued) | SAMPLE Endorsements can be found at <u>http://www.ci.richmond.ca.us/index.aspx?nid=61</u> | |
|---|--|--|
| Primary and Noncontributory | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. | |
| Waiver of Subrogation Endorsement Form | Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at <u>http://www.ci.richmond.ca.us/index.aspx?nid=61</u> | |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. | |
| Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.) | Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee. | |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: 1. A Bid bond 2. A Performance Bond 3. A Payment Bond | |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City <u>before work may begin</u>. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officiens, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

CITY OF RICHMOND Sanctuary City Compliance Statement

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ______ day of ______, 20__, at ______, California.

Printed Name: ______Title: _____

Signed: _____Date: ____

Business Entity:

Exhibit H



Richmond Public Library

Mobile EV Outreach Vehicle Project Specifications

Version 11

Released: 30-Jan-24

Project #: SVS00500

Prepared for: Christopher Larsen Richmond Public Library 325 Civic Center Road Richmond, CA 94804

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3312 W SYCAMORE STREET FRANKLIN, WI 53132 262.679.9096 VEHICLESUCCESS.COM

"YOUR PARTNER FOR THE ROAD AHEAD!"



1. GENERAL SPECIFICATIONS

1.1 <u>Scope</u>

- 1.1.1. The intent of this specification is to describe the construction of one (1) 30 foot (approximate) long full electric forward control step van style vehicle into a Mobile Outreach Vehicle ("vehicle") for use by the Richmond Public Library ("Library"). The unit shall be built on a 23,000 lb. GVWR (approximate) chassis for adequate support of the coach body, conversion, and diversified collection of library materials.
- 1.1.2. The vehicle described herein is intended to provide contemporary mobile outreach services to patrons of all ages in an operationally efficient manner. The unit will operate within a suburban environment in California and shall be designed and equipped to safely operate in an environment of flat paved roadways with a few hills. The unit will be kept inside the library garage when not in service.
- 1.1.3. It is the library's utmost goal to ensure that the vehicle is well-equipped to operate efficiently and safely in this environment.
- 1.1.4. Renewable and/or recycled and lightweight alternate materials shall be used as practical during the conversion of this vehicle.
- 1.1.5. The successful vendor shall furnish all materials not specifically denoted as "customer supplied", as well as the labor to complete the conversion of the vehicle specified herein, as shown on the attached drawings, or as required to complete and/or exceed the general intent of these specifications.
- 1.1.6. These specifications have been developed by Specialty Vehicle Services, LLC. ("SVS") under contract with the library.
- 1.1.7. Any reference to a specific manufacturer or make or model of product not followed by "or equivalent" or "or equal" may not be substituted. The library and/or its authorized agents shall be the sole judge of whether a manufacturer's offerings are deemed equivalent for the purpose of this project, and all proposed "equivalent" or "equal" substitutes shall be expressly accepted prior to installation.

1.2. Manuals and Documentation

- 1.2.1. The following shall be provided for each unit at the time the equipment is delivered (unless otherwise noted):
 - 1.2.1.1. One (1) line set for chassis.
 - 1.2.1.2. One (1) certified CA weight ticket listing front axle, rear axle and total weights.
 - 1.2.1.3. Two (2) complete key sets (ignition, doors, auxiliary locks, compartments, fuel); maximum keys per set shall be five (5).
 - 1.2.1.4. One (1) complete dimensional layout drawing of exterior and interior front, rear, and both sides.

Richmond Public Library Mobile Outreach Vehicle Specifications (Version 1.1.)

Page 2 of 21



1.2.1.5. "As built" electrical schematics accurately detailing AC and DC electrical systems used in the upfitting, in both printed and digital formats.

1.3. New Equipment

1.3.1. Equipment shall be new (unused), and of manufacturer's current model year production and shall comply with all applicable Federal environmental, motor vehicle, and safety regulations. The conversion shall be equipped with all features and accessories considered standard for the make and model vehicle/equipment provided as well as those specifically detailed within this specification.

1.4. Quality & Standards

- 1.4.1. Brand names and model numbers are used throughout this document to convey desired quality levels, with the option for equivalents. The library and/or its authorized agents shall be the sole judge of whether a manufacturer's offerings are deemed equivalent for the purpose of this project, and all proposed "equivalent" or "equal" substitutes shall be expressly accepted prior to installation.
- 1.4.2. Conversion accessories shall be built and assembled in accordance with the specifications and shall conform to the best standard practices in the industry at the time of construction. All dimensions, weight, and performance values shall be in accordance with SAE J732c and J742b, as last revised. The vendor will provide all systems integration and testing. All electronics will be installed, fully operational, and tested by the vendor. The vehicle shall be equipped with all features and accessories considered standard for the make and model vehicle/equipment provided.
- 1.4.3. All equipment and construction methods shall meet all applicable regulations of the Occupational Safety and Health Act (OSHA), Federal Motor Vehicle Safety Standards (FMVSS), Department of Transportation (DOT), National Electrical Code (NEC), Federal and State noise and pollution control restrictions, and all other applicable local, state and/or federal regulations in effect at the time of execution.
- 1.4.4. All workmanship, welding, and construction shall be in the best manner of the trade. Workmanship shall be subject to inspection and approval by the library and/or its authorized representatives.
- 1.4.5. Welding fillets shall have good penetration, good fusion, good appearance, and shall show no cracks or undercutting.

1.5. Guarantee

1.5.1. The successful vendor shall furnish a warranty stating that the equipment is suitable for the service intended in accordance with the specifications. The vendor shall also furnish the library with a minimum <u>FULL ONE (1) YEAR BUMPER-TO-BUMPER</u> <u>WARRANTY</u> and shall agree to replace and install without charge, within the



warranty, any defective part, or parts not suitable for the service intended or found to be defective due to poor workmanship. The proposal will be weighted toward longer warranties and vendor is encouraged to offer, as an option, any available extended warranties with related literature and their costs. The warranty period shall start on the date the unit is put into service by the library.

- 1.5.2. All warranty work shall be completed by the vendor within a reasonable time or repaired by the vendor at the library facility. The library reserves the right to schedule and complete warranty work at a local facility of its choice if requests for resolution are not satisfied in a reasonable time frame. The vendor shall be given proper notice of such intent prior to execution and an invoice shall be forwarded to the vendor for payment.
- 1.5.3. Proposal shall list names, locations, and contact information for the nearest authorized service, parts, and warranty facilities. This list shall include facilities related to chassis, body, generator, conversion, etc.
- 1.5.4. All extended warranty options applicable to this vehicle and its components shall be listed within vendor's proposal with associated costs.

1.6. Inspections

- 1.6.1. Equipment/vehicle(s) may be inspected at vendor's place of business at any time during the conversion process by authorized representatives of the library. The cost of these trips shall be the responsibility of the library.
- 1.6.2. If the equipment/vehicle(s) is inspected after delivery and rejected because of deficiencies, it shall be the vendor's responsibility to make the necessary corrections and re-deliver the vehicle for inspection and acceptance. Payment and/or the commencement of a discount period (if applicable) will not be made until the defects are corrected.
- 1.6.3. The library will make every endeavor to note deficiencies. However, if a variation or an omission between the vehicle and the written specifications is discovered, the contract's written specifications will prevail.
- 1.6.4. This vehicle is defined as a "Special Purpose Commercial Coach" (also "Special Purpose Commercial Modular") by the state of California, and is subject to inspection by the California Department of Housing and Community Development ("HCD") or authorized third party representatives. These inspection(s), inspector coordination, and any attributed costs, shall be the responsibility of the vendor. Health and Safety Section 18012.5
- 1.6.5. Equipment/vehicle(s) will be inspected at vendor's place of business at least once before delivery by an authorized representative of SVS for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. The costs of these trip(s) shall be the responsibility of SVS. If deficiencies are detected, the vehicle may be rejected, and



the vendor will be required to make the necessary repairs, adjustments, or replacements.

1.6.5.1. Dependent on the severity of inspection discrepancies and/or the vehicle is not deemed adequately complete at the time of final (pre-delivery) inspection; <u>vendor shall be responsible for all SVS costs and fees related to</u> <u>a re-inspection</u>. The library shall have the final decision regarding the need for a re-inspection.

1.7. <u>Training</u>

- 1.7.1. Vendor shall provide service training and familiarization at the time of delivery. Training shall be conducted by factory-trained personnel and shall be comprehensive enough to allow Library staff to operate and maintain the equipment provided with maximum safety and design efficiencies.
 - 1.7.1.1. Both trainings shall occur at the time of delivery and last a total of approximately 6 hours.

2. VEHICLE SPECIFICATIONS

- 2.1. Intent
 - 2.1.1. It is the intent of the following section to describe the type of vehicle that shall be used for the outreach vehicle. Accessories and construction techniques not specifically mentioned herein, but necessary to furnish a complete unit ready for immediate use shall also be included.
- 2.2. <u>Type</u>
 - 2.2.1. The vehicle shall be a current model year Utilimaster or Morgan Olsen walk-in van type vehicle built on a Freightliner MT50e full electric chassis. The chassis, body and accessories shall be built and assembled in accordance with these specifications and shall conform to the best standard practices in the industry at the time of construction.
 - 2.2.2. The chassis, body and accessories shall be built and assembled in accordance with the specifications and shall conform to the best standard practices in the industry at the time of construction.

2.3. Capacities/Dimensions

| 2.3.1. | Overall exterior length: | 28' (approximate) |
|--------|--------------------------|-------------------------|
| 2.3.2. | Overall exterior width: | 96" (excluding mirrors) |
| 2.3.3. | Overall exterior height: | 12' (approximate) |
| 2.3.4. | Interior length: | 220" (load space) |

Richmond Public Library Mobile Outreach Vehicle Specifications (Version 1.1.)

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| 2.3.5. | Interior height: | 83" |
|--------|-------------------|-------------------------------|
| 2.3.6. | Interior width: | 98" |
| 2.3.7. | Wheelbase: | 178" (approximate) |
| 2.3.8. | Ground Clearance: | 12" |
| 2.3.9. | GVWR: | 23,000 lbs. (no CDL required) |
| | | |

2.4. Chassis

- 2.4.1. Freightliner MTe series straight rail chassis
- 2.4.2. Drive system

2.4.2.1. Zero-emission all-electric Proterra drive

2.4.3. Battery capacity

2.4.3.1. 226 kWh Proterra industrial grade liquid-cooled lithium-ion battery

2.4.4. Range

2.4.4.1. 150-170 miles at full weight capacity

2.4.5. Charging

2.4.5.1. Full charge in 3.5 hours with 60kW charger, 1.8 hours with 150 kW DC fast charging. Compatible with SAE J1772 CCS DC fast charging.

- 2.4.6. Speed
 - 2.4.6.1. 70MPH at full weight capacity
- 2.4.7. Operating temperature

2.4.7.1. -40 F to 120 F

- 2.4.8. Axle
 - 2.4.8.1. Dana eS9000r eAxle
- 2.4.9. Brakes
 - 2.4.9.1. 4-wheel hydraulic disc with regenerative braking
- 2.4.10. Tires
 - 2.4.10.1. Two (2) Michelin or equivalent 245/70R 19.5, 14-ply radial steer tread front tires.
 - 2.4.10.2. Four (4) Michelin or equivalent 245/70R 19.5, 14-ply radial traction tread rear tires.
- 2.4.11. Wheels
 - 2.4.11.1. Four (4) 19.5X6.75 8-hub pilot 5.12 inset 4-hand aluminum rear wheels, exterior polished.

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2.4.11.2. Two (2) 19.5X6.75 8-hub pilot 5.12 inset 4-hand polished aluminum front wheels.

- 2.4.12. HVAC system
 - 2.4.12.1. Heating and ventilation with windshield defrost
 - 2.4.12.2. Optional air conditioning shall be included
- 2.4.13. Warranty
 - 2.4.13.1. Drive and battery: 8 years or 150,000 miles

2.5. <u>Body</u>

- 2.5.1. Utilimaster or Morgan Olsen walk-in type body, 18' trade length (33" OA length), 96" exterior width.
- 2.5.2. 84" interior height
- 2.5.3. MT50e Freightliner chassis.
- 2.5.4. FCCC or equivalent front hood.
- 2.5.5. Auxiliary 7.5" sq. (approx.) hood-mounted cross view convex mirror, right hand side
- 2.5.6. Heavy duty stud profile wall posts, 16" on center
- 2.5.7. 0.10" upper/0.10 lower aluminum sidewall sheeting
- 2.5.8. Round rub rail profile
- 2.5.9. Neoprene wheel well flares
- 2.5.10. Anti-snag roof bows, 12" on center
- 2.5.11.0.32" smooth aluminum, one-piece roof
- 2.5.12. Clearance and ID recessed LED roof lamps.
- 2.5.13. <u>LED</u> turn, stop and back-up lamps.
- 2.5.14. Velvac or equivalent 12VDC remote control, adjustable arm mirrors shall be installed with a control kit. Mirror heads shall be black, approximately 13"H x 8"W and feature a 50.25 sq. in. flat mirror and 22.7 sq. in. convex mirror with a 21" spherical radius.
- 2.5.15. Sloped windshield with one-piece rubber seal.
- 2.5.16. Wet arm windshield wiper system, two-speed with intermittent.
- 2.5.17. Driver and passenger front (side) windows shall be a half-slide configuration.
- 2.5.18. Removable drivers' floor for service access to transmission.
- 2.5.19. Aluminum engine cover with document holder
- 2.5.20. Cab headlining and insulation.

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2.5.21. Aluminum extruded load space floor planks.

- 2.5.22. Two (2) 32" x 80" passenger side "sedan type" mid entry (patron) doors with lowered step wells; placed per drawings.
 - 2.5.22.1. Door interiors shall be finished to complement interior.
 - 2.5.22.2. Doors shall have deep tinted safety glass upper horizontal sliding window with screen and deep tinted safety lower fixed-pane window.
 - 2.5.22.3. Doors shall utilize stainless-steel strap hinges.
 - 2.5.22.4. Doors shall include an exterior stainless-steel or aluminum drip rail mounted above the door.
 - 2.5.22.5. Step wells shall be a two or three-step configuration with minimum 11" deep treads and maximum 9" risers. Each step shall incorporate heavy-duty, slip resistant commercial rubber step tread reinforced with aluminum back. The front edge of each tread shall incorporate a 2" safety yellow edge.
- 2.5.23. One (1) of 42" x 80" (approximate) single door mounted in the rear wall per preliminary drawing. Door shall be of double-wall commercial quality aluminum construction and internally insulated between inner and outer skins.
 - 2.5.23.1. Door shall be set at floor height (no step well).
 - 2.5.23.2. Door shall have dark tinted high-quality safety glass upper fixed-pane window and dark tinted safety lower fixed-pane window, as large as feasible.
 - 2.5.23.3. Door shall utilize stainless steel, aluminum, or similar non-corrosive type vertically mounted hinges, adequately sized for the anticipated weight and duty cycle of these doors.
 - 2.5.23.4. Door shall include an exterior stainless-steel or aluminum drip rail mounted above the door.
- 2.5.24. One (1) high quality electric-operated auxiliary step shall be installed at each side door.
 - 2.5.24.1. Height of steps shall be consistent with the overall staircase run for smooth patron entry/egress. All steps (including the interior step well) shall be of equal height (+/- 1/4"), except for the first (auxiliary) step, as measured from ground level.
 - 2.5.24.2. Steps shall be finished with a non-skid surface and a safety yellow, non-skid front strip.
 - 2.5.24.3. Steps shall include a local defeat switch, and automatically retract when the vehicle ignition is engaged.
- 2.5.25. Rear back-up alarm, 112db, installed behind rear axle.
- 2.5.26. Driver and passenger seats shall be high back, deluxe type seats with adjustments for fore/aft, height and recline.

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- 2.5.26.1. Driver and passenger seats shall swivel, but only lock in the forward "driving" position (no lock toward desk position).
- 2.5.26.2. Seats shall include FMVSS approved and installed, three-point seat belt systems. Driver's side shall include an easily detachable shoulder strap to allow ease of rotation.
- 2.5.26.3. Seats shall meet FMVSS302 flammability standards. Fabric/finish shall be selected by the Library.
- 2.5.26.4. Seats shall be positioned and installed to allow drivers varying in size from 5'0" tall weighing 95lbs. to 6'4" tall weighing 250lbs. to be equally comfortable in using all controls required to safely operate and maneuver the vehicle.
- 2.5.27. Illuminated license plate holders front and rear.

3. CONVERSION SPECIFICATIONS

3.1. Exterior

- 3.1.1. Each patron door shall be configured with the following:
 - 3.1.1.1. One (1) Yale or equivalent door closer with hold-open detent to control the movement of the door.
 - 3.1.1.2. One (1) heavy-duty, cast aluminum, positive hold-open device. Device shall be attached to the vehicle in a manner consistent with the intended use and lifetime of the vehicle and hold the door at approximately 90 degrees.
 - 3.1.1.3. One (1) Yale push-bar "classroom" or equivalent entrance latch shall be installed. Latch shall include provisions to temporarily compress the bar for "free swing" (non-latching) operation at stops
 - 3.1.1.4. One (1) Yale or equivalent heavy-duty "deadbolt" latch shall be installed, in addition to the main latch, keyed alike to the push bar hardware.
 - 3.1.1.5. One (1) interior pull handle to assist in closing the door.
 - 3.1.1.6. Four (4) 1.25" diameter stainless steel handrails each to provide solid entry/egress assistance.
 - 3.1.1.6.1. One (1) 36" approximate length handrail shall be installed vertically on the exterior, just aft of the door.
 - 3.1.1.6.2. Two (2) angle-mounted handrails shall be installed; one (1) each side of the step well.
 - 3.1.1.6.3. One (1) angle-mounted handrail shall be installed to the interior of the door below the upper window.
- 3.1.2. The 42" rear door shall be configured with the following:



- 3.1.2.1. Door shall be equipped with one (1) heavy-duty, cast aluminum, positive hold-open device.
- 3.1.2.2. One (1) standard entrance latch with interior handle shall be installed.
- 3.1.2.3. One (1) Yale or equivalent heavy-duty "deadbolt" latch shall be installed, in addition to the main latch, keyed alike to patron doors.
- 3.1.3. Two (2) 14" x 22" single dome translucent white acrylic skylights shall be installed with white PVC interior trim.
 - 3.1.3.1. Skylights and installation shall be consistent with the intended lifecycle of this vehicle.
- 3.1.4. One (1) general storage compartment shall be installed underbody. Compartment shall contain a slide tray for ease of content access.
 - 3.1.4.1. Compartment shall be constructed of aluminum or equivalent materials.
 - 3.1.4.2. Doors shall be constructed of aluminum and vertically hinged with 1/4" pin stainless steel continuous hinges.
 - 3.1.4.3. Doors shall have positive "compression" style, "slam latch", or equivalent latches
 - 3.1.4.4. This compartment shall be sealed to prevent moisture penetration.
- 3.1.5. Compartments, doors, and appropriate added components shall be finished to match the OEM body exterior color.
 - 3.1.5.1. Additionally, where the vehicle is cut or modified, or additional fabricated components are added to the exterior, exposed metal shall be properly prepared and painted to match vehicle exterior color.
 - 3.1.5.2. Panels shall be properly cleaned and prepared for paint application in accordance with standard commercial practice and to requirements of the construction materials involved. Surfaces shall be properly cleaned and inspected before cover materials are applied.
 - 3.1.5.3. The prepared surfaces shall be spray primed with synthetic base primer, which contains corrosion resistant pigments and resins. Extra coats shall be applied around moisture catching moldings, etc. All hidden areas such as overlapping metal, underside of moldings, underside or rubber extrusions at windows shall be cleaned and primed and where necessary and caulked with sealing compound during construction.
 - 3.1.5.4. DuPont or equivalent paint shall be applied to all areas of the metal. Each coat shall be properly dried and evenly sanded before the following coat is applied. "Orange peel" surfacing will not be acceptable.
- 3.1.6. Vehicle shall have a "moderate" level vinyl graphics package in addition to the base paint. Vendor shall indicate organization or persons that the library will work with in the development of this graphics scheme.



- 3.1.6.1. Vendor shall include a \$10,000 allowance for the development, printing, and installation of this graphics package within their proposal.
- 3.1.6.2. The library shall approve the final design prior to printing and installation.
- 3.1.7. Vehicle underbody shall be fully undercoated with rubberized spray to provide additional sound resonance dampening and protection.

3.2. Interior

- 3.2.1. Since this unit is a mobile event vehicle, and a quiet environment is most important in the successful operation of any library, all interior finishes shall contribute to absorbing ambient sounds. Appropriate panels, ceiling and flooring shall have superior acoustic qualities in addition to durability and aesthetics. Sound control measures shall comply with the Occupational Safety and Health Act (OSHA) sound level (dbA) requirement in effect at time of award of contract, for an eight (8) hour maximum operator exposure time; measured at operator's ear with engine at governed RPM.
- 3.2.2. Completed unit shall utilize environmentally conscious "green" elements wherever practical, including, but not limited to energy efficient technologies, and recycled and/or sustainable construction materials.
- 3.2.3. LLumar or equivalent UV Shield window film shall be applied to the vehicle windshields and driver/passenger area front windows (those that cannot be dark tinted) to provide 99.9% protection from harmful UV and UVB rays. Film shall be virtually clear, legal for use in automotive applications in all 50 states, and have a lifetime warranty against bubbling, peeling or cracking
- 3.2.4. Vehicle ceiling and walls, shall be insulated with 1.0" nominal thickness rigid dense foam board insulation or approved equivalent.
 - 3.2.4.1. Insulation board shall be carefully trimmed during installation to provide maximum insulation values
- 3.2.5. Floor covering shall be commercial-grade vinyl Lonseal Lonsand or equivalent.
 - 3.2.5.1. Covering shall have a 10-year minimum wear warranty
 - 3.2.5.2. Sub-flooring shall be properly prepared prior to installation of the floor covering.
 - 3.2.5.3. Flooring shall be installed in a manner consistent with the manufacturer's recommendations.
 - 3.2.5.4. Any flooring remnants remaining from the installation shall be shipped loose with the completed vehicle.
 - 3.2.5.5. The library will select the exact color and pattern of the flooring from vendor's selections, to coordinate with other interior color choices.


- 3.2.6. The wheel boxes shall be kept at minimal height, boxed with plywood and finished with carpet chosen by library from manufacturer's standard selections.
- 3.2.7. Two (2) flanged aircraft style L-track cargo tie-down tracks shall be recessed into the interior floor per the preliminary drawing(s).
 - 3.2.7.1. Tracks shall be securely mounted to the floor structure for maximum load rating.
 - 3.2.7.2. Tracks shall include eighteen (18) single-stud tie-down rings
 - 3.2.7.3. Tracks shall include eight (8) 1" wide rachet straps
- 3.2.8. Interior walls shall be finished with materials selected by library from manufacturer's standard selections.
- 3.2.9. Ceiling shall be finished with eco-friendly, soft, sound absorbing materials chosen by the library from manufacturer's selections.
- 3.2.10. Fabric-covered cork bulletin boards shall be installed throughout the vehicle where feasible, including, but not limited to, above the door(s) and all overhead cabinet doors. Number and size of bulletin boards furnished shall be determined by the exact configuration of interior. Bulletin boards shall be as large as possible and installed where space is available inside the vehicle. Fabric shall be chosen by the library from manufacturer's standard selections.
- 3.2.11. Two (2) staff desks shall be furnished within the vehicle as depicted in the preliminary drawing.
 - 3.2.11.1. Desks shall be constructed of furniture-grade plywood with the finish selected from manufacturer's offerings. Desktop shall be constructed of minimum 3/4" thick furniture-grade plywood with a high-impact laminated plastic bonded to the plywood and installed to allow easy removal and replacement as this surface is subject to excessive wear and tear. Desk shall be appropriately configured for installation of technologies by the library, including cable pass-through grommets and defined wire paths from desktop to other locations as designated.
 - 3.2.11.1.1.Laminate color/style shall be selected by the library from vendor's offerings.
 - 3.2.11.2. Desks shall be configured for library installation of laptop computers.
 - 3.2.11.3. Desk faces (modesty panels) shall be set 8" 10" off the floor to allow heat circulation beneath the work surface.
 - 3.2.11.4. Desks shall include a positive latching pencil drawer beneath the work surfaces.
 - 3.2.11.5. Desks shall include a lift-up connecting surface/bridge to span the distance between the two (2) desks.
 - 3.2.11.5.1. Bridge shall utilize heavy-duty hardware and include a latch to secure the bridge from swinging when not in use.

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- 3.2.11.5.2. Finished knee hole area of the desks, including pencil drawer, shall be a **minimum 26**" from the floor to allow adequate knee space.
- 3.2.11.6. Both desks shall include an open shelf with front keeper edge below the worksurface, for general storage of supplies.
- 3.2.12. Two (2) overhead storage cabinets shall be provided above the staff desks as depicted in the concept drawings. Cabinets shall include lockable bulletin board type doors per final design, keyed alike to the other interior locks.
 - 3.2.12.1. Cabinets shall have a lower, open shelf for placement of peripherals. This shelf shall contain a cable grommet for easy technology connection.
- 3.2.13. Two (2) 3-tier brochure racks with clear Lexan face and removable dividers shall be installed. Design of the rack shall be approved by the library prior to fabrication and/or installation.
- 3.2.14. An Acore Shelving & Products, Inc. aluminum shelving system shall be supplied and installed. Shelving components shall be powder coated after assembly where possible using coatings containing no lead or lead products. All components shall be constructed from superior grade lightweight materials and be built to withstand the unique stresses imposed by a mobile environment. The shelving layout shall be designed to accommodate approximately 3,500 items, which includes but is not limited to: books of various sizes, DVDs, CDs, videos, books on CD, oversized materials of odd shapes, magazines, etc. All shelving running along the sidewalls of the vehicle shall tilt back 15 degrees and shelves running along the rear wall of the vehicle shall tilt back 20 degrees. The completed modular shelving system shall include the following components:
 - 3.2.14.1. Thirteen (13) one-piece aluminum slotted shelving uprights, set at 36" centers (typical).
 - 3.2.14.1.1.Uprights shall be secured to vehicle walls in a manner consistent with the anticipated stresses that will be imposed and expected lifecycle of this vehicle.
 - 3.2.14.1.2. Uprights shall be properly installed per manufacturer's instruction for smooth operation, including but not limited to ensuring centerlines are accurate (36" +/- 1/16" typical), uprights are plumb, and lateral alignment is true the entire length of each section.
 - 3.2.14.2. Three (3) Acore Wall Hugger single-sided book carts with three (3) 7" deep shelves each.
 - 3.2.14.3. Three (3) Acore standard single-sided carts with three (3) 9" deep shelves
 - 3.2.14.4. Two (2) Acore book return carts with locking door and foam bottom insert
 - 3.2.14.5. Five (5) Acore "Wall Security Units", to allow locking of wall hugger, worktop, and book return carts to the upright system.
 - 3.2.14.6. Two (2) Acore magazine racks shall be provided.
 - 3.2.14.7. Thirty-six (36) Acore 7" deep shelves shall be provided.

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- 3.2.14.8. Two (2) Acore 9" deep shelves shall be provided.
- 3.2.14.9. Six (6) Acore 11" deep shelves shall be provided.
- 3.2.14.10.One (1) modular bench seat module shall be fabricated and provided with the completed vehicle.
 - 3.2.14.10.1. Seat shall be 18" deep and utilize 2-3" foam with a fabric cover.
 - 3.2.14.10.2. Cover fabric color shall be selected by the library from vendor's selections.
 - 3.2.14.10.3. Seat modules shall mount to the shelving uprights using heavy-duty Acore folding brackets designed for this purpose.
- 3.2.14.11.One (1) modular worksurface shall be fabricated and provided with the completed vehicle
 - 3.2.14.11.1. Surface shall be constructed of furniture grade plywood or equivalent and utilize Acore folding support brackets.
 - 3.2.14.11.2. Work surface shall be finished with high-impact laminate or equivalent materials to match staff workstations.
- 3.2.14.12.Vehicle shall be configured as depicted in the finalized drawing upon delivery. Any remaining components (extras) of this system shall be shipped loose with each vehicle.
- 3.2.14.13.System shall include two (2) full sets of shelf label color strips, colors to be determined.
- 3.2.14.14.System hardware shall be powder coated for maximum durability; color to be chosen by the library from vendor's standard color selections.
- 3.2.15. Finish, cabinetry and shelving installation shall provide an approximate 75" aisle width.
- 3.2.16. Final configuration of the interior layout shall be subject to approval from the library prior to installation.

3.3. Electrical System - AC

- 3.3.1. System shall be a 120/240-volt rated, single-phase type system designed to provide and distribute electrical power at a level of performance that meets the requirements of all components and/or accessories utilizing such power throughout the vehicle.
 - 3.3.1.1. System furnished shall be designed and installed to meet all requirements of the National Electrical Code (NEC), with all system components, accessories, plugs, receptacles, switches, and circuit breakers being Underwriter's Laboratories (UL) listed and approved.
 - 3.3.1.2. System furnished shall also meet all applicable state code requirements and regulations pertaining to the design and installation of AC electrical systems.

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- 3.3.2. All AC wiring shall be installed using multi-stranded, multi-conductor flexible armored, THHN (in non-metallic conduit), or boat rated cable; 600 volts rated, UL approved or equivalent. All wire shall be color-coded and grounded throughout the system. Aluminum wire is not acceptable due to its history of involvement in electrical system fires. Since the body and chassis of a motor vehicle is constantly flexing in torsion when in use, fixed type conduit is not acceptable due to the long-term potential electrical shorting and the resulting potential of fire hazard.
 - 3.3.2.1. Wiring and harnesses shall be installed in easily accessible locations to aid long-term serviceability and maintain a minimum 2" air-insulated clearance from parallel low-voltage wiring harnesses per NEMA standards.
 - 3.3.2.2. All wiring shall be sized using NEMA ratings to 125% of anticipated load.
- 3.3.3. One (1) Odyne G2V9, FCCC MT50e auxiliary power system shall provide all 120VAC and 12VDC power for stationary operations. System shall feature:
 - 3.3.3.1. 35.0kWh industrial-grade liquid-cooled lithium-ion battery
 - 3.3.3.2. DC/AC inverter providing 6.0kW of output power at 120/240VAC
 - 3.3.3.3. DC/DC converter providing 2.5kW of output power at 13.5VDC
 - 3.3.3.4. J1772 compliant charging at levels 1 and 2, 85-265VAC, 6.6kW
 - 3.3.3.5. Commercial vehicle grade electronic control unit to control and monitor electrification system
 - 3.3.3.6. Odyne system telematics system for diagnostics
 - 3.3.3.7. -22F to 131F operating temperature
 - 3.3.3.8. System shall be fully installed by Odyne Electrification Systems located in Pewaukee, WI prior to being shipped to the body company.
 - 3.3.3.9. The Freightliner Custom Chassis factory battery system shall not be modified or tapped into in any way.
- 3.3.4. One (1) 100A (minimum) rated Square D or equivalent distribution panel(s) shall be installed in the interior cabin, per finalized design.
 - 3.3.4.1. All AC electrical circuits shall be safety protected from short circuits and current overloading by UL approved resetting type circuit breakers, each properly capacity sized to the circuit they serve. A master circuit breaker that controls all AC electrical system circuits shall also be furnished.
 - 3.3.4.2. Panel(s) shall be readily accessible, yet out of view of the general public.
- 3.3.5. A minimum of fifteen (15) 15A-rated, UL listed, NEMA 5-15, three-hole duplex receptacles with USB ports shall be furnished inside the vehicle for electronics and sensitive equipment use.
 - 3.3.5.1. One (1) of these receptacles shall be weatherproof and installed on the curbside exterior.



- 3.3.6. One (1) 15,000 BTU low-profile heat pump air conditioner shall be installed per drawing.
 - 3.3.6.1. Unit shall provide 15,000 BTUs of cooling and heating.
 - 3.3.6.2. Unit shall include self-contained, low-profile ceiling assembly with local controls.
 - 3.3.6.3. Unit shall stand a maximum of 10" above the roof and be included in the overall height measurement (reference 2.3.3).
- 3.3.7. Two (2) 1,500 watt electric wall-mount or kickspace heaters shall be installed to provide supplementary heating for the main cabin.
 - 3.3.7.1. Heaters shall be installed per finalized plans.
- 3.3.8. One (1) 32" high-resolution monitor shall be installed on a drop-down ceiling mount above the wheelchair lift.
 - 3.3.8.1. Installation shall include one (1) HDMI cable run from the front workstation.
 - 3.3.8.2. Interior installation shall include a MORryde TV1-080H or equivalent dropdown TV ceiling mount.

3.4. Electrical System - DC/Other

- 3.4.1. Shall be a 12-volt, negative ground type system designed to provide and distribute electrical power at a level of performance that meets the requirements of all components and/or accessories utilizing such power throughout the vehicle.
- 3.4.2. Design emphasis of system furnished shall be on both reliability and serviceability. System furnished shall be a modular type design, modular being defined as a system where major power train, chassis, body component assemblies, including lighting, wiring and switch harnesses, and heater harnesses are easily separable for purposes of repair or replacement, using either simple hand tool or automotive type plug-in connectors. Special emphasis shall be made on accessibility to all wiring harnesses in all locations. Wiring shall not be rendered un-accessible behind permanently installed panels or appointments.
- 3.4.3. The power source for all electrical equipment furnished shall be taken from a single point on the auxiliary power system that is specifically designed for this purpose.
- 3.4.4. The main ground wire grounding the body to the chassis shall be minimum 8-gauge size; all ground wires furnished for insulated-return type systems shall be equal in size to the feed wire in the respective circuit. Redundant grounds shall be used if required to attain the satisfactory level of system performance desired. For maximum system reliability, all serrated eyelets and screws or bolts utilized at points of ground shall be either coated or plated with an electrically conductive type of material to improve their resistance to corrosion.

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- 3.4.5. All electromagnetic type switches, relays and solenoids furnished shall be suppressed to protect the entire electrical system from major damage from the large negative voltage spikes these devices can produce.
- 3.4.6. All auxiliary electrical circuits shall be safely protected from current overloading by automatic resetting type heavy-duty automotive circuit breakers, each properly capacity sized to the circuit they serve.
- 3.4.7. System shall include an easy to use "master shutoff" switch located in a readily accessible area inside the main cabin. This switch shall remove battery power to all installed components (with the exception of memory circuits) for safe and total shutdown of the vehicle.
- 3.4.8. All terminals and connectors furnished shall be designed and approved by their manufacturer for heavy-duty automotive vocational application; material shall be a corrosion-resistant type. To eliminate disconnects; all terminals furnished shall incorporate a positive locking, seated type design to assure terminal position. Socket (female side of connectors shall be wired to electrical source side of circuit and plug (male) side of connector shall be wired to electrical load side of the circuit to help prevent a short circuit when disconnected. All connections made on the vehicle underbody shall be adequately protected against moisture and corrosion with dielectric grease, heat shrink tubing, or other similar techniques.
- 3.4.9. All insulated cable furnished shall comply with SAE Standards J1127 and J1128. All wiring furnished in the engine compartment area, where extreme heat and fire are of concern, shall be multi-stranded, low voltage insulated automotive type crosslinked polyethylene fire-retardant SAE approved SXL type. All wiring furnished in the body portion of the coach shall be multi-stranded, low voltage insulated automotive type; either SAE approved SXL or GXL types are acceptable. All wiring in each circuit shall be of sufficient size, and with 125% capacity rating of anticipated load to transmit the electrical current load of the circuit. Sizing shall consider the length of the circuit and the voltage drop occurring in the circuit. Voltage at the load shall be +/- 5% of rated voltage when measured in a normal operating state.
- 3.4.10. All wiring shall be routed meeting the following minimum requirements:
 - 3.4.10.1. No contact with sharp or puncturing edges.
 - 3.4.10.2. No tension or strain between fixed points.
 - 3.4.10.3. Adequate and safe clearance of moving parts.
 - 3.4.10.4. 5-inch clearance from radiant heat sources.
 - 3.4.10.5. Adequately secured to prevent pinching.
 - 3.4.10.6. Wiring to be color-coded and numbered, grease-, oil- and moisture-resistant and securely fastened.
- 3.4.11. All wiring furnished shall be routed in protective harnesses, either woven vinyl or corrugated vinyl or nylon types acceptable. When harnesses go through metal



structure, rubber grommets shall be used to further protect the integrity of the harnesses.

- 3.4.12. A 12VDC, LED main cabin lighting system shall be installed to provide interior lighting meeting library minimum stack ratings.
 - 3.4.12.1. Lighting fixtures shall be alternately configured on two (2) switches to allow a "zig-zag" lighting option at the user's discretion.
 - 3.4.12.2. Lighting level should be 6 foot-candles (ft-c) minimum measured on the stack face (vertically) at a height of 12", and 35 ft-c maximum at any height to achieve no more than a 6-to-1 maximum-to-minimum ratio across the entire stack face.
 - 3.4.12.3. Light output temperature shall be a "warm" white between 3000K 4400K.
 - 3.4.12.4. Lighting system design shall be approved by the library prior to installation.
- 3.4.13. LED stepwell lighting (12VDC) shall be provided at the side entries.
 - 3.4.13.1. Shall be wired to operate in conjunction with the condition of the door.
- 3.4.14. One (1) Braun, Ricon or equivalent, in-body platform hydraulic wheelchair lift shall be installed inside the rear wall door.
 - 3.4.14.1. Lift shall have a 31"W x 51"L platform.
 - 3.4.14.2. Lift shall have an 800 lb. lifting capacity.
 - 3.4.14.3. Installation shall include all vehicle interlocks and safety systems.
 - 3.4.14.4. Lift shall be cycled a minimum of 20 times by the vendor after installation to ensure all adjustments are properly made.
- 3.4.15. Two (2) Fantastic Vent 3350 or equivalent, 3-speed, reversible roof vents shall be installed. Vents shall include thermostatic control, automatic opening dome, and automatic rain sensors.
- 3.4.16. One (1) AM/FM/WB/Bluetooth stereo with auxiliary input system and public address capabilities shall be installed.
 - 3.4.16.1. System shall include four (4) high-quality interior speakers mounted in the ceiling and four (4) high quality; flush-mounted exterior speakers mounted on the exterior; two (2) on each side of the vehicle.
 - 3.4.16.2. Each set of exterior speakers shall have a separate volume control.
- 3.4.17. One (1) Cradlepoint R1900 mobile version or most current series at time of installation, wireless 5G and LTE advanced ruggedized modem shall be provided.
 - 3.4.17.1. Modem shall be powered by the auxiliary 12VDC system.
 - 3.4.17.2. Modem shall support 5G and LTE advanced 600Mbps and DC-HSPA with SIM-based auto-carrier selection.
 - 3.4.17.3. Modem shall include 802.11 a/b/g/n/ac wave 2 MU-MIMO WiFi to provide a hotspot in and around the vehicle.

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- 3.4.17.4. Modem shall include the ability to configure a virtual private network (VPN).
- 3.4.17.5. Modem shall include two (2) Cradlepoint 5-in-1 GPS, modem & WiFi antennas, mounted to the exterior roof of the vehicle.
- 3.4.17.6. Unit shall be installed in the cab-over mechanical area.
- 3.4.17.7. Installation shall include one (1) CAT6 10/100 Mbps RJ-45 hardwire run to the primary workstation.
- 3.4.18. One (1) Seon 360 around vehicle monitoring or equivalent system shall be installed with all triggers/features connected. System shall be mounted in a location out of general view, but still readily accessible for staff. System shall include, but not be limited to the following components. Additional accessories (cables, power/sensor harness, antennas, interconnects, etc.) may be necessary to fulfill the general intent of the system, and vendors are urged to consult with system manufacturer to complete system operability. System shall allow a 360-degree bird's eye view around the vehicle at the dash.
 - 3.4.18.1. One (1) <u>9"-11"</u> dash-mounted monitor.
 - 3.4.18.1.1. Monitor shall automatically show exterior rear (back-up) camera when the vehicle is put in reverse.
 - 3.4.18.2. Four (4) cameras, appropriately selected for these locations: street side exterior, front exterior, curbside exterior, and rear exterior.
- 3.4.19. One (1) 18-foot-long (approx.) Dometic WeatherPro or equivalent 12VDC power awning shall be installed on the exterior.
 - 3.4.19.1. Awning shall utilize a metal wrapped weather shield and a woven acrylic fabric in a color/pattern chosen by the library from manufacturer selections.
 - 3.4.19.2. Awning shall utilize a "knee action" design support system to allow the awning to flex in the wind.
 - 3.4.19.3. Awning shall include a wind sensor to automatically close the awning in high sustained winds.
 - 3.4.19.4. Awning shall include a hand-held remote control in addition to a wall mounted switch located just inside the entry door.
- 3.4.20. Two (2) Elmech Q-scan Uniplex, or equivalent, people counters shall be installed; one (1) in each doorway.
 - 3.4.20.1. Systems shall include magnetically activated, 4-digit 12mm high LED displays.
 - 3.4.20.2. Systems shall count each person crossing the beam, regardless of the direction of approach.
 - 3.4.20.3. Systems shall include non-volatile memory to protect against power failure.
 - 3.4.20.4. Reference: http://www.q-scan.co.uk/uniplex.htm



3.5. Miscellaneous Components

- 3.5.1. One (1) SkyScan or equivalent atomic clock shall be furnished, with a minimum 2inch main character size. Unit shall include readouts for interior and exterior temperature (via wireless remote sensor), day and date, and receive its synchronization signal from NIST.
- 3.5.2. One (1) battery-operated Carbon Monoxide (CO) detector shall be installed on the interior ceiling.
- 3.5.3. One (1) battery-operated smoke detector shall be installed on the interior ceiling.
- 3.5.4. Two (2) 5 lb. ABC fire extinguishers shall be installed in the interior, one front and one rear.
- 3.5.5. One (1) CO State DOT approved first aid kit shall be supplied and installed within the completed vehicle.
- 3.5.6. One (1) set of three (3) red emergency reflective triangles with dedicated ABS plastic enclosure shall be provided and installed.
- 4. OPTIONAL ITEMS (please quote these items separately)
 - 4.1. Exterior lights
 - 4.1.1. Four (4) Whelen 600 series or equivalent, LED weatherproof "scene" lights shall be installed: two (2) on the exterior curbside, and two (2) on the exterior rear.
 - 4.1.1.1. Lights shall be controlled by two (2) switches in the driver's area.
 - 4.1.1.2. Rear mounted lights shall also be engaged by putting the vehicle in reverse.

4.2. <u>3rd passenger seat</u>

- 4.2.1. Addition of third passenger seat integrated into the interior.
 - 4.2.1.1. Seat and installation shall meet all applicable safety requirements.

4.3. Lighted "Open" sign

4.3.1. One (1) 12VDC lighted open sign with mounting and power connection provisions at the passenger front window.

4.4. Proximity sensors

4.4.1. One (1) parking sensor system with 4 front and 4 rear in-bumper sensors shall be installed. System shall detect obstacles using ultrasonic wave (sonar) echolocation



technology and include a wired LED digital display with audible alert mounted in the dash area.

4.5. Alarm system

- 4.5.1. One (1) Aqualarm 20446 or equivalent 12VDC powered security system with cell and email alert shall be installed. System shall include the following features:
 - 4.5.1.1. Keypad activation/deactivation.
 - 4.5.1.2. IR remote
 - 4.5.1.3. Motion detector
 - 4.5.1.4. Door contacts for all doors
 - 4.5.1.5. One (1) Aqualarm 20421 solar powered exterior siren/strobe light.
 - 4.5.1.6. Reference: <u>www.aqualarm.net</u>
- 4.5.2. Camera system interior cameras and DVR
 - 4.5.2.1. Add two (2) additional dome cameras to the interior of the vehicle
 - 4.5.2.2. Add one (1) 6-channel Digital Video Recorder (DVR) with 1TB of storage.

4.5.3. Camera system remote access capability

4.5.3.1. Add remote access capabilities to the camera/DVR system via the Cradlepoint modem.

-----END OF SPECIFICATIONS------

Richmond Public Library Mobile Outreach Vehicle Specifications (Version 1.1.)

Exhibit I





RFP – Mobile EV Outreach Vehicle

Richmond Public Library

Christopher Larsen

Proposals Due: February 22, 2024



| Farber Specialty Vehicles, Inc. |
|---|
| 7052 Americana Parkway Reynoldsburg, Ohio 43068 |
| 614-863-6470 |
| 740-407-7697 |
| Brock Templin |
| btemplin@farberspecialty.com |
| |



Richmond Public Library

To All Interested Parties,

Thank you for the opportunity to provide a proposal for a new Mobile EV Outreach Vehicle for the Richmond Public Library. Farber Specialty Vehicles has been building custom health, dental, stem labs and bookmobiles for over thirty years.

The proposal includes our ISO certification, W-9, Farber warranty and pictures of recently completed units. I would be happy to walk you through our production process with a WebEx/Zoom meeting.

Farber Specialty manufactures between 150 to 180 custom specialty vehicles annually. We have 200,000 square feet of manufacturing space with over 150 full-time employees. A factory tour would allow you to see the quality of our work and our production process.

Farber Specialty Vehicles prides itself on developing and building quality custom vehicles. We feel that the design lifetime of the vehicle should be a minimum of fifteen years. This would be dependent upon routine, proper maintenance; proper driver operation; and miles driven.

Thank you for the opportunity and I hope to hear from you soon.

Sincerely,

Brock Templin International Sales Representative 7052 Americana Parkway Reynoldsburg, OH 43068 btemplin@farberspecialty.com 614-863-6470 (Office)













Custom Coach

Company Introduction

Farber Specialty Vehicles' (FSV) 200,000 square foot manufacturing and assembly plant is located next to I-70 in Columbus, Ohio, just ten minutes from the Columbus International Airport.

A talented workforce with an extremely high retention rate has been the cornerstone of Farber Specialty Vehicles' success. Our team includes 150 skilled managers and craftsmen. Team leaders have been with FSV from ten to thirty-five years.

FSV production is supported by an engineering department of mechanical and electrical engineers. Bodies and interiors are custom built using AutoCAD and SolidWorks computer design systems.

Our customers include medical, health and dental units, command and communication vehicles, emergency response vehicles including swat, DUI, hazmat vehicles, laboratories, mobile educational, technology, marketing display and bookmobiles.

Bumper to bumper warranties and technical assistance is provided for all vehicles and components to assure our customers satisfaction throughout the life of the vehicle. Delivery and training of completed vehicles is provided by experienced technicians.

Our commitment to quality and innovation has proven itself in each vehicle we build and every customer we keep.



7052 Americana Parkway Reynoldsburg (Columbus), Ohio 43068 Phone: (614) 863-6470 Toll Free: (800) 852-5979 Fax: (614) 759-2098 website: www.farberspecialty.com e-mail: solutions@farberspecialty.com

Family owned and operated since 1920

QUOTATION



CUSTOMER **Richland Public Library** Christopher Larsen

Specialty Vehicle Services Michael Swendrowski

7052 Americana Parkway Columbus, OH 43068 Toll Free: (800) 331-3188 Fax: (614) 759-2098

QUOTE/PROJECT DESCRIPTION

Farber Stepvan Bookmobile Freightliner MT50e 18' Floorspace

| | drowski | | | | 101 | AL UNIT PRICE | | <mark>\$608,478.0</mark> |
|-------------|--|----------------------------|----------------------------------|----------------------------------|-------------|-------------------------------|----------|------------------------------|
| CONTACT | DELIVERY | SHIPPED VIA | F.O.B. | TERMS | | D | ATE | |
| ock Templin | 18-20 Months | Farber | | 50/50 | | 13-F | eb-2 | 4 |
| UANTITY | | | | | l | JNIT PRICE | 1 | TOTAL PRICE |
| 1 | FSV Stepvan 18 | | | | \$ | 440,000.00 | \$ | 440,000.0 |
| | Custom Book Mobile (p | per foot) | | | \$ | 310.00 | | 8,060.0 |
| | Model Upgrade Pricin | lg | | | | | | |
| | INTERIOR OPTIONS | | | | | | | |
| | | tic, ADA approved, w/doo | | | \$ | 6,590.00 | | 6,590.0 |
| | | e 1 | nents (per specifications) | | \$ | 29,805.00 | \$ | 29,805.0 |
| 2 | Air lift tie down: Include | es straps & anchors | | | \$ | 410.00 | \$ | 820.0 |
| | FINISHES & UPGRAD | | | | • | | | |
| | Commerical Grade Ving | | | | \$ | 1,660.00 | | 1,660. |
| | | age (Moderate Coverage) |) | | \$ | 10,000.00 | \$ | 10,000.0 |
| 1 | Rubberized Undercoati | ng | | | \$ | 1,500.00 | \$ | 1,500.0 |
| | EXTERIOR OPTIONS Patron door w/ electric | stop | | | \$ | 2,200.00 | ¢ | 4,400. |
| | Electric roll up exterior | | | | э \$ | 3,763.00 | э \$ | 3,763. |
| | | | erproof access hatch to interior | | \$ | 1,200.00 | φ \$ | 1,200. |
| | Exterior Storage Comp | | | | \$ | 1,880.00 | | 1,880. |
| | AUDIO/VIDEO OPTIO | NS | | | | | | |
| | 360 Camera System | | | | \$ | 1,500.00 | | 1,500. |
| 1 | PA System w/ wireless | mic: Includes 4 interior s | peakers & 4 exterior speakers | | \$ | 2,800.00 | \$ | 2,800. |
| | ELECTRONICS | | | | | | | |
| 1 | Cradlepoint R1900 WiF | Fi Router | | | \$ | 3,200.00 | \$ | 3,200. |
| | H.V.A.C. | . . , . | | | • | 050.00 | • | 1.000 |
| | | of vent w/ max air cover | | | \$ | 650.00 | | 1,300. |
| | Roof mounted air condi Forced air electric heat | | | | \$ \$ | 940.00 450.00 | \$ \$ | 940. 900. |
| | GENERATORS & POV | | | | | | | |
| | | / System (per specificatio | ons) | | \$ | 75,000.00 | \$ | 75,000. |
| | LIGHTING OPTIONS | | | | | | | |
| 1 | LED ceiling light packa | ge | | | \$ | 3,660.00 | \$ | 3,660. |
| | ADDITIONAL OPTION | | | | | | | |
| | Scene lights, LED, Eac | h | | | \$ | 598.00 | | - |
| | Open sign, 12V | | | | \$ | 150.00 | \$ | - |
| | Sonar backup system Camera security system | n: Includes 2 cameras an | nd DVR (Cannot be configured | to connect with 360 Camera Syste | \$ en \$ | 1,400.00 2,800.00 | \$ \$ | - |
| Ŭ | Califord Coounty Syster | | | | | | | |
| | | | | DEL | | AND TRAINING AL UNIT PRICE | \$ | 9,500. \$608,478.(|

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.

Above information is not an invoice and only an estimate of services/goods described above.

Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document.

Signature

Print Name

Date





PROPOSAL FOR RICHMOND PUBLIC LIBRARY

EXCEPTIONS/CLARIFICATIONS

EXCEPTIONS:

2.5. Body

2.5.22.5. Step wells shall be a two or three-step configuration with minimum 11" deep treads and maximum 9" risers. Each step shall incorporate heavyduty, slip resistant commercial rubber step tread reinforced with aluminum back. The front edge of each tread shall incorporate a 2" safety yellow edge.

-Steps to be finished with black rubber step tread with white safety edge.

3. CONVERSION SPECIFICATIONS

3.1.3. Two (2) 14" x 22" single dome translucent white acrylic skylights shall be installed with white PVC interior trim.

-Due to warranty and service concerns (leaking, damage, etc) Farber no longer offers skylights.

3. CONVERSION SPECIFICATIONS

3.2. Interior

3.2.3. LLumar or equivalent UV Shield window film shall be applied to the vehicle windshields and driver/passenger area front windows (those that cannot be dark tinted) to provide 99.9% protection from harmful UV and UVB rays. Film shall be virtually clear, legal for use in automotive applications in all 50 states, and have a lifetime warranty against bubbling, peeling or cracking.

-Farber only offers tinted products.



Custom Coach

Bookmobile References

Alameda County Library Erin Berman, Division Director 510.745.1520 erinberman@aclibrary.org 165 13th Street Oakland, CA 94538



Miami-Dade Public Library System 101 West Flagler Street Miami, FL 33130 Kimberly Craig, Library Contracts 305.375.5576 kimberly.craig@miamidade.gov



Twinsburg Public Library

10050 Ravenna Road Twinsburg, OH 44087 Laura Leonard 330.425.3622 leonardla@twinsburglibrary.org



Curtis Memorial Library 23 Pleasant Street Brunswick, ME Joyce Fehl 207.752.5242 jfehl@curtislibrary.com





Custom Coach

Shoshone- Bannock Tribes PO Box 306 Fort Hall, Idaho 83203 Bill Snapp 208.236.1003 bsnapp@sbtribes.com



Clark County Public Library 201 South Fountain Avenue Springfield, OH 45506 John Pelletier 937.328.6901 jpelletier@ccplohio.org



Laman Public Library 2801 Orange Street North Little Rock, AR 72114 Richard Theilig 501.416.4729 richard.theilig@lamanlibrary.org



Hendry School District 111 Curry Street LaBelle, FL 33975 Richard Talada 863.843.0904 taladar@hendry-schools.net





Custom Coach

Nassau Library System 900 Jerusalem Avenue Uniondale, NY 11553 Caroline Ashby, Director 516.292.8920 cashby@nassaulibrary.org



Hood County Library 1402 West Pearl Street, Suite 6 Granbury, TX 76048 Jennifer Logsdon 817.573.3569 jlogsdon@co.hood.tx.us



Walton County Public Library 3 Circle Drive Defuniak Springs, FL 32435 Caitlin Cerise, Library Director 850.835.2040 <u>cercaitlin@co.walton.fl.us</u>



Monterey County Free Libraries 188 Seaside Circle Marina, CA 93933 Hillary Theyer, Library Director 831.883.7566 theyerha@co.monterey.ca.us





FARBER WARRANTY POLICY

Thank you for your purchase of a Farber Specialty Vehicle, a fine product in which design and construction have received the care that quality demands. This important warranty covers many items and is indicative of our desire to stand behind our products and assure our customers' complete satisfaction.

Farber Specialty Vehicles (FSV), 7052 Americana Parkway, Reynoldsburg (Columbus), Ohio 43068 (Warrantor) warrants the original consumer (Purchaser) for a period of (1) one year from date of delivery to the purchaser (Warranty Period), that the interior structures of the vehicle, plumbing, installation of HVAC components, electrical system consisting of all elements needed to distribute power and communication, all cabinetry and hardware, is warranted under normal use to be free of substantial defects in materials and workmanship attributable to Warrantor.

FSV warrants to the original purchaser that the body shall be free of defects. Structural integrity, fatigue in body assembly, subframe, metal or fiberglass cracking are warranted for a period of <u>ONE YEAR</u> from the date of delivery. This warranty applies only to the original purchaser and only while the body is installed on the original chassis, such defective parts will be repaired or replaced free of charge at FSV's discretion and without charge for installation to the original purchaser.

Paint: The body shall be supplied with a (1) ONE YEAR paint warranty from the delivery date of the vehicle. The warranty covers cracking, peeling, bubbling, and fading of the paint. The warranty does NOT cover stone and debris chips, scratches, and accidents.

Any description of the vehicle body, whether in writing or made orally by FSV sales representatives/dealers or in specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with Purchaser's order, are for the sole purpose of identifying the vehicle and shall not be construed as an express warranty. Any suggestions by FSV sales representatives/dealers regarding use, application, or suitability of the vehicle shall not be construed as an express warranty unless confirmed to be such in writing and signed by an officer of Farber Specialty Vehicles.

This warranty will not apply:

- To any vehicle which shall have been repaired or altered outside of our factory in any manner so as in our judgment to affect its stability, nor which has been subjected to misuse, negligence, or accident, nor to any vehicle made by FSV which shall have been operated at a speed exceeding the factory-rated speed or loaded beyond the factory-rated load capacity.
- 2. To commercial chassis and associated equipment furnished with chassis, signaling devices, batteries, or other trade accessories in as much as, their respective manufacturers warrant them separately.

1

This warranty does not cover:

- 1. The automotive system (including the chassis and drive train), which are covered by the separate warranties of the respective manufacturers of these components.
- Any part or component covered by a written warranty issued by its manufacturer including but not limited to: auxiliary generator, HVAC components, appliances, electronics, satellite and communication systems, medical equipment, emergency equipment, and lighting.
- 3. Defects caused by or related to:
 - a. Abuse, misuse, negligence, or accident
 - b. Failure to comply with instructions contained in the owners' manual.
 - c. Alteration or modification of the mobile unit.
 - d. Environmental conditions (salt, hail, chemicals, etc.)
- 4. Normal deterioration due to wear or exposure.
- 5. Normal maintenance and service items such as light bulbs, fuses, wiper blades, lubricants, etc.
- 6. Transportation to and from dealer or manufacturing plant location, loss of time, inconvenience, commercial loss, loss of use, and towing charges.

Owners Obligations:

If a problem occurs which the owner believes is covered by this warranty, the owner shall contact Farber Specialty Vehicles by calling the toll-free number (800) 331-3188 with sufficient information to resolve the matter. Please refer to "How to Obtain Warranty Service" document provided at the time of delivery.

Farber Specialty Vehicles 7052 Americana Parkway Reynoldsburg (Columbus) Ohio 43068 (800) 331-3188 (614) 863-6470 fax: (614) 759-2098 solutions@farberspecialty.com



| Form W-9 | |
|----------------------------|--|
| (Rev. October 2018) | |
| Department of the Treasury | |
| Internal Revenue Service | |

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tay return) Name is required on this line; do not have this line his

| EADDED SDECIAL TV VELICIES INC | |
|---|--|
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. C following seven boxes. □ Individual/sole proprietor or single-member LLC □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partmender LLC) □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partmender) Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sim is disregarded from the owner should check the appropriate box for the tax classification of its ow □ Other (see instructions) ► | Certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) ership) ▶ owner. Do not check a owner of the LLC is ngle-member LLC that wher. (Applies to accounts maintained outside the U.S.) |
| 7052 AMERICANA PARKWAY 6 City, state, and ZIP code REYNOLDSBURG OH 43068 7 List account number(s) here (optional) | Requester's name and address (optional) |
| Taxpaver Identification Number (TIN) | |
| your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a up withholding. For individuals, this is generally your social security number (SSN). However, ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other | for a |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. C 6 following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnr Note: Check the appropriate box in the line above for the tax classification of the single-member LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a si is disregarded from the owner should check the appropriate box for the tax classification of its ov ○ Other (see instructions) ▶ 5 Address (number, street, and apt. or suite no.) See instructions. 7052 AMERICANA PARKWAY 6 City, state, and ZIP code REYNOLDSBURG OH 43068 7 List account number(s) here (optional) vour TIN in the appropriate box. The TIN provided must match the name given on line 1 to ap withholding. For individuals, this is generally your social security number (SSN). However, |

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| Sign Here | Signature of U.S. person ► | Kern - | farber | Date > 2/12 | 3/ | 24 |
|--------------|-------------------------------|--------|--------|-------------|----|----|
| | | | | | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer Identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

. Form 1099-DIV (dividends, including/those from stocks or mutual funds)

· Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- · Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE

Certificate Number: 111517.01

The Quality Management System and implementation of:

Farber Specialty Vehicles

With Central Functions At: 7052 Americana Parkway Reynoldsburg, OH 43068 United States

meets the requirements of the standard:

ISO 9001:2015

Scope:

Design, Engineering, Manufacturing, Repair and Servicing of Custom Mobile Specialty Vehicles.

Site Activities:

7052 American Parkway, Reynoldsburg, OH 43068 – Design, Engineering, Manufacturing, Repair and Servicing

5800 Alshire Drive, Columbus, OH 43232 - Metal fabrication, inventory.

2400 Park Crescent Drive, Columbus, OH 43232 - Warranty service.

Certification Structure: Campus

Certificate Expires: Certificate Issued: Certified Since: May 31, 2025 June 01, 2022 June 01 2016

Dr. Cem O. Onus Managing Director

DEKRA Certification, Inc. 1120 Welsh Road, Suite 210 North Wales, PA 19454 USA (215) 997-4519 <u>www.dekra.us/en/audits</u>





UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show FARBER SPECIALTY VEHICLES, INC., an Ohio corporation, Charter No. 1321655, having its principal location in Columbus, County of Franklin, was incorporated on May 30, 2002 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th day of January, A.D. 2023.

h Je bare

Ohio Secretary of State

Validation Number: 202301302982

"OUR BOOKMOBILE" Bannock: Ti Tevoo Kusukiki'i. Shoshone: Tamme Tevoo Pia Mu'uvi.

"READING IS GOOD FOR YOUR BRAIN." Bannock: Pishau tsopikikana pemma ti teniakwenna. Shoshone: Tsaanti kuvishivainde pemma tamme tetaikwatoi'iha.

-

Uh

FARBER







CUSTOMER **Richmond Public Library** Christopher Larsen

Specialty Vehicle Services

7052 Americana Parkway Columbus, OH 43068 Toll Free: (800) 331-3188 Fax: (614) 759-2098

QUOTATION

QUOTE/PROJECT DESCRIPTION

Farber Stepvan Bookmobile Freightliner MT50e 18' Floorspace

| lichael Swer | Idrowski | | | | 1017 | AL UNIT PRICE | | \$609,418.0 |
|--------------|--|---|---------------------------------|----------------------------------|----------|-----------------------|---------|--------------------|
| CONTACT | DELIVERY | SHIPPED VIA | F.O.B. | TERMS | | | ATE | |
| rock Templin | 18-20 Months | Farber | | 50/50 | | 14-N | /lar-2 | 4 |
| QUANTITY | | | | | l | JNIT PRICE | 1 | TOTAL PRICE |
| 1 | FSV Stepvan 18 | | | | \$ | 440,000.00 | \$ | 440,000.0 |
| 26 | Custom Book Mobile (p | er foot) | | | \$ | 310.00 | \$ | 8,060.0 |
| | Model Upgrade Pricin | g | | | | | | |
| 4 | INTERIOR OPTIONS | | - | | ¢ | 0 500 00 | ¢ | 6,590.0 |
| 1 1 | | tic, ADA approved, w/doo dercoat Shelving Compor | | | \$ \$ | 6,590.00 29,805.00 | ъ \$ | 29,805.0 |
| 2 | Air lift tie down: Include | e 1 | ients (per specifications) | | э \$ | 410.00 | | 29,805.0 |
| | FINISHES & UPGRAD | ES | | | | | | |
| 1 | Commerical Grade Viny | /I Flooring | | | \$ | 1,660.00 | \$ | 1,660.0 |
| 1 | Exterior graphics packa | ge (Moderate Coverage) | 1 | | \$ | 10,000.00 | | 10,000.0 |
| 1 | Rubberized Undercoati | ng | | | \$ | 1,500.00 | \$ | 1,500.0 |
| 2 | EXTERIOR OPTIONS | atan | | | ¢ | 2 200 00 | ¢ | 4 400 |
| 2 1 | Patron door w/ electric Electric roll up exterior | | | | \$ \$ | 2,200.00 3,763.00 | Դ Տ | 4,400.0 3,763.0 |
| 1 | • | | rproof access hatch to interior | | ф \$ | 1,200.00 | | 1,200.0 |
| 1 | Exterior Storage Compa | | | | \$ | 1,880.00 | | 1,880.0 |
| | AUDIO/VIDEO OPTIO | NS | | | | | | |
| 1 | 360 Camera System | | | | \$ | 1,500.00 | | 1,500.0 |
| 1 | PA System w/ wireless | mic: Includes 4 interior sp | peakers & 4 exterior speakers | | \$ | 2,800.00 | \$ | 2,800.0 |
| | ELECTRONICS | | | | | | | |
| 1 | Cradlepoint R1900 WiF | i Router | | | \$ | 3,200.00 | \$ | 3,200.0 |
| | H.V.A.C. | | | | | | | |
| 2 | Powered reversible roo | f vent w/ max air cover | | | \$ | 650.00 | \$ | 1,300.0 |
| 2 | Roof mounted air condi | | | | \$ | 940.00 | \$ | 1,880.0 |
| 2 | Forced air electric heat | er | | | \$ | 450.00 | \$ | 900.0 |
| | GENERATORS & POV | VER SUPPLIES | | | | | | |
| 1 | Odyne Auxiliary Battery | System (per specification | ns) | | \$ | 75,000.00 | \$ | 75,000.0 |
| | LIGHTING OPTIONS | | | | | | | |
| 1 | LED ceiling light package | ge | | | \$ | 3,660.00 | \$ | 3,660.0 |
| | ADDITIONAL OPTION | S | | | | | | |
| 0 | Scene lights, LED, Eac | h | | | \$ | 598.00 | | - |
| 0 | Open sign, 12V | | | | \$ | 150.00 | \$ | - |
| 0 | Sonar backup system | | | | \$ | 1,400.00 | | - |
| 0 | Camera security system | n: Includes 2 cameras and | d DVR (Cannot be configured | to connect with 360 Camera Syste | n \$ | 2,800.00 | \$ | - |
| | | | | DELI | | AND TRAINING | | 9,500.0 |
| | | | | | TOT | AL UNIT PRICE | | \$609,418.0 |

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.

Above information is not an invoice and only an estimate of services/goods described above.

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Please confirm your acceptance of this quote by signing this document.

Signature

Print Name

Date