

Grant Agreement No. \_\_\_\_\_

**PORT OF LOS ANGELES  
VOLVO ZE-25 DRAY EXPANSION PROJECT  
GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is entered into between the City of Los Angeles, a municipal corporation (“City” or “Harbor Department”), acting by and through its Board of Harbor Commissioners (“Board”) and PERFORMANCE TEAM LOGISTICS, LLC, a California corporation (“Grantee”).

RECITALS

A. The Clean Truck Program (CTP), one of the key components of the Clean Air Action Plan (CAAP), focuses on improving air quality in the ports of Los Angeles and Long Beach (Ports) by incentivizing the industry to replace older heavy-duty drayage trucks with lower emission heavy-duty drayage trucks. On November 2, 2017, the Ports adopted the 2017 CAAP Update, which includes further advancing the CTP to help the industry phase out older trucks and transition to the CAAP goal of 100% ZE drayage trucks by 2035, which became a proposed state law requirement in the CARB Advanced Clean Fleet rulemaking process.

B. On November 4, 2021, the Board adopted a tariff setting a Clean Truck Fund Rate (CTF Rate) of \$10/TEU to be charged on containerized cargo moved by truck at Harbor Department terminals with Rate exemptions for cargo moved by zero emissions trucks and low NOx trucks, as defined therein. The Board action included Resolution No. 21-7318, which approved CTF Spending Plan priorities of 100% funding for zero emission trucks and related infrastructure.

C. On November 23, 2021, the City published a Request for Proposals (“RFP”) for the Zero Emission Drayage Truck Pilot Program Project (“Project”). After an evaluation of competitive proposals, Grantee was selected for a \$ 3,000,000 million grant award to deploy Drayage Zero emission trucks, and to be responsible to deliver the Volvo ZE-25 Dray Expansion Project (ZEDEP) Project deliverables for such trucks.

D. The \$3,000,000 million grant award under the Zero Emission Drayage Truck Pilot Program Project will fund a portion of Grantee’s expenditures to purchase zero emissions trucks from an Original Equipment Manufacturer (“OEM”) partner (Volvo Trucks North America, Volvo) to be operated by Grantee, providing port cargo drayageservices at the Port of Los Angeles and the Port of Long Beach (“Ports”) and , providing required Project fueling infrastructure, and reporting to City various reports regarding the Project demonstration performance and experience.

E. Grantee has entered into a Port of Los Angeles Concession Agreement (“Concession Agreement”), and is a Concessionaire in good standing thereunder.

NOW, THEREFORE, In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

### **1. ADDITIONAL DEFINITIONS**

In addition to the definitions set forth in the above Preamble and Recitals, the following terms have the following meanings:

**“Concession Agreement”** means the Port of Los Angeles Concession Agreement and any other successor agreement between Grantee and the City containing the terms and conditions of Grantee’s access to the Harbor Department’s terminals for delivery of drayage services under the Clean Trucks Program.

**“Drayage Service”** means transporting containers and/or other cargo to or from marine terminals located in the San Pedro Bay Ports, with the requirement of this Agreement that at least fifty percent (50%) of Grant Vehicle trips must be to or from the Port of Los Angeles.

**“Drayage Truck”** means an in-use On-Road Vehicle with a Gross Vehicle Weight Rating greater than 33,000 pounds (Class 8) that pulls a trailer or chassis used for transporting cargo, operating on or transiting through Port Property for the purpose of loading, unloading or transporting cargo, empty containers or chassis.

**“Eligible Grant Vehicle”** means a Zero Emission Truck purchased from Volvo Trucks North America.

**“Grant”** means monies conferred upon Grantee by the Los Angeles Harbor Department for the purchase of zero emissions heavy-duty trucks.

**“Grant Vehicle”** means the specific vehicle(s) approved by the City for a Grant, listed in Exhibit A.

**“San Pedro Bay Ports”** means the Harbor Department’s terminals (Port of Los Angeles) and the Port of Long Beach.

**“Term”** means the Agreement period as expressed in Section 3 below.

**“Zero Emission Truck”** means a Drayage Truck that meets the definition of “Zero Emission Vehicle” in the CARB Advanced Clean Truck Regulation: “an on-road vehicle with a drivetrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions.”

### **2. CLOSING REQUIREMENTS FOR FUNDING GRANTS FOR GRANT VEHICLES**

A. RFP Response Package. Grantee's Proposal dated January 18, 2022 is incorporated herein by this reference as Exhibit A and Grantee represents and warrants to the City that all information set forth in the Proposal is complete, true and correct.

B. Grantee Information. Grantee represents and warrants to the City that the information regarding Grantee in Exhibit A is complete, true and correct, and shall immediately advise the City in writing if any of such information changes or ceases to be true and correct.

C. Grant Vehicles. Grantee's Proposal has been approved by the City for grant funding towards the purchase of the "Grant Vehicles" listed in Exhibit A. Grantee represents and warrants to the City that the Grant Vehicles are Eligible Grant Vehicles. The City shall pay to Grantee, a Grant up to a maximum of \$300,000 per Grant Vehicle.

D. Certificate of Title – Lienholder Status. Grantee shall cause the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" to be identified as lienholder on the certificate of title for all such Grant Vehicle(s) (and the City shall continue to be so named as lienholder for the Term for such Grant Vehicle), unless the City has agreed to the alternate arrangement to accommodate Grantee's financing as provided in Section 2F below.

E. Vehicle Financing. If Grantee shall have obtained, or shall obtain, a loan or other financing for any portion of the purchase price of any Grant Vehicle, or if any loan or other obligation shall be secured by any interest in any Grant Vehicle, then Grantee (i) shall provide a copy of such loan or financing documents to the City, and (ii) shall cause the lender, financier or secured party to (A) acknowledge the City's security interest in such Grant Vehicle, (B) agree to give notice to the City of any default by Grantee in its representations, warranties or obligations with respect to such loan, financing or other obligation, and (C) agree to give notice to the City prior to releasing its security interest in such Grant Vehicle (upon the release of such security interest, at the City's request, Grantee shall cause the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" to be identified as lienholder on the certificate of title for such Grant Vehicle and, following any such request, the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" shall continue to be so named as lienholder for the remaining Term for such Grant Vehicle); and (iii) authorizes the City to pay (but with no obligation on the City to pay) each Grant directly to such lender, financier or secured party.

F. Tax Reporting. Grantee understands that any payment received to fund the Grant Vehicle under this Agreement are subject to taxation and the City will issue a IRS Form 1099 to the Grantee/Payee and will report the applicable tax information to the California Franchise Tax Board and the federal Internal Revenue Service.

### **3. AGREEMENT TERM**

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by the Harbor Department's Executive

Director upon authorization of the Board (Effective Date). Grantee is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Grantee ten (10) days notice in writing of its election to cancel and terminate this agreement.

#### **4. OBLIGATIONS OF GRANTEE DURING THE TERM**

A. Grantee Scope of Work. GRANTEE shall, to the satisfaction of the City, obtain those professional, expert and technical services and materials necessary to complete the demonstration project and reporting requirements set forth in Exhibit B ("Project").

During the term of this Agreement, GRANTEE shall submit a written request to, and obtain written approval from, the Executive Director or his or her designee to change or modify the Scope of Work described in Exhibit B. Changes or modifications to Exhibit B that are not approved and accepted in writing by the Executive Director shall not be eligible for reimbursement and shall be considered a breach of this Agreement.

B. Drayage Truck Registry and Drayage Service. Grantee shall acquire title to the Grant Vehicle(s) specified and in accordance with this Agreement, register the Grant Vehicle(s) in the State of California's Drayage Truck Registry and the Port Drayage Truck Registry and place the Grant Vehicle(s) into Drayage Service within ninety (90) days after the execution date of this Agreement.

C. Drayage Service Trips to San Pedro Bay Ports. Grantee shall make not less than fifty (50) annual Drayage Service trips with each Grant Vehicle per year, totaling not less than one hundred and fifty (150) Drayage Service Trips over the three-year Term, in compliance with the POLA Tariff No. 4 and requirements. At least fifty percent (50%) of the Drayage Service trips must be to the Port of Los Angeles, equal to twenty-five (25) Port of Los Angeles trips per year and totaling seventy-five (75) Port of Los Angeles trips over the three (3) year Term.

D. Inspection of Grant Vehicles and Records. Grantee agrees that, for the Term for each Grant Vehicle, the City or designated representative(s) of the City shall be allowed to inspect the Grant Vehicle and/or records relating to the Grant Vehicle. Grantee agrees that, for the Term, it shall maintain adequate records to demonstrate operation of each Grant Vehicle in accordance herewith. Grantee shall make records available to the City or designated representative(s) of the City at any time during the Term and for the period specified in Section 14.

E. California Registration. During the Term, each Grant Vehicle shall have California base-plated registration. Dual plates, International Registration Plan (IRP), and any other out-of-state registrations are prohibited.

F. Concession Agreement. At all times during the Term, Grantee shall comply with all of its obligations under the Concession Agreement between the City and Grantee.

G. Reporting. Grantee shall submit reports on the Grant Vehicle(s) as required by Exhibit B.

#### **5. MAINTENANCE AND EQUIPMENT WARRANTY**

A. Grantee shall deliver to the City a copy of Federal Annual Inspection in accordance with 49 CFR, Part 396, FMCSR, conducted within twelve months prior to or one month following the date of purchase of the Grant Vehicle.

B. Grantee is responsible for maintaining the Grant Vehicle in good operating condition and according to manufacturer's recommendations and in such condition as to ensure the warranties on the Grant Vehicle remain in effect for the term thereof.

#### **6. INDEPENDENT CONTRACTOR**

Grantee, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of the City. Grantee shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

#### **7. NO SALE, SUBLEASE OR ASSIGNMENT**

Grantee may not assign, sell, lease, transfer, license, or subcontract any rights or obligations under this Agreement or in any Grant Vehicle to a third party without the prior written consent of the City until this Agreement and all liabilities and obligations secured by it have been fully satisfied by Grantee. If the Grantee desires to sell, lease or otherwise dispose of any interest in any Grant Vehicle for any reason prior to the end of the Term, the Grantee shall notify the City and any such sale, lease, or disposition shall be subject to the prior written consent for the transaction from the City.

#### **8. SECURITY INTEREST**

In order to secure the prompt payment and performance by Grantee of all its obligations hereunder, Grantee hereby grants to the City a continuing security interest in all of Grantee's rights, title and interests (whether now owned and existing or hereafter acquired or arising) in and to each Grant Vehicle and all proceeds and products thereof and accessions thereto (collectively, the "Collateral"). Grantee shall comply with Sections 2D and 2E regarding causing the Certificate of Title for any Grant Vehicle to list the "City of Los Angeles Harbor Department" as a lienholder, hereby authorizes the City to file such financing statements, and take such other actions, as City may require in order to perfect its security interests in the Collateral.

### **9. GRANT PAYMENT**

A. City shall make grant disbursement to Grantee in the amounts set forth in Exhibit B. Grantee agrees that timing requirements of the Project may obligate the Grantee to make expenditures for the Project prior to grant disbursement by City.

B. The maximum amount to be disbursed to Grantee pursuant to this Agreement shall be Three Million Dollars (\$3,000,000), which payments shall be made in accordance with Exhibit B.

C. Grantee seeking payment shall provide an invoice. Each such invoice shall be signed by the Grantee and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
Grantee signature

D. Grantee must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number. No invoice will be processed for payment by City without this number shown thereon. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

E. City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et. seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to entities that are doing work for City's Harbor Department. See <https://finance.lacity.org/how-register-btrc>.

F. Grantee shall deliver to the City, the following documents with each invoice with respect to each Grant Vehicle:

1. Copy of the Final Bill of Sale;
2. Certificate of Title reflecting City as Lienholder, or alternative provided pursuant to Section 2E for financed vehicles;
3. Vehicle Registration;
4. Copy of Insurance Certificate or other evidence of insurance satisfactory to the City;
5. Copy of Annual Federal Vehicle Inspection pursuant to Section 5B; and
6. Copy of Loan or Financing Documents required under Section 2E, if any portion of the purchase price of the Grant Vehicle was financed.

Grantee shall provide to the City such other documents and information as the City may reasonably request in order to fund the Grant and verify compliance with this Agreement. All invoices are subject to audit.

G. For payment and processing, all invoices should be submitted as requested by Environmental Management Division project manager upon agreement execution.

#### **10. EMISSION REDUCTION CREDITS**

Any emissions reduction credits generated by the Grant Truck or work performed pursuant to this Agreement cannot be used or claimed by any Grantee or OEM for any purpose. Any such emission reduction credit(s) are the exclusive property of the City and Grantee agrees to take any necessary action to facilitate this requirement.

#### **11. DEFAULT**

The occurrence of any of the following shall constitute a default by the Grantee hereunder (each, a "Default"):

A. Any Grant Vehicle being declared a total loss, stolen or non-operational such that Grantee is unable to perform the Drayage Service Trips required under this Agreement;

B. Failure of Grantee to timely complete or comply with any requirement under this Agreement, including without limitation: (i) acquiring title to any Grant Vehicle and listing the City of Los Angeles as lienholder on the Certificate of Title, (ii) registering any Grant Vehicle in the State or Port Drayage Truck Registry; (iii) commencing any Grant Vehicle into Drayage Service at the San Pedro Bay Ports; (iv) submission of any required documentation such as bill of sale, vehicle registration, proof of insurance or certificate of title listing City as lienholder; (v) making the required 150 Drayage Service trips per Grant Vehicle within the three-year Term (as required in Section 4C);

C. Grantee assigns, sells, leases, transfers, licenses, or subcontracts any rights or obligations under this Agreement or in any Grant Vehicle to a third party without the prior written consent of the City until this Agreement and all liabilities and obligations secured by it have been fully satisfied by Grantee;

D. Failure to use the Grant funds to acquire the Grant Vehicle in accordance with this Agreement, or any illegal or improper use of Grant funds provided hereunder;

E. Failure of Grantee to maintain or submit documentation or reports in a timely manner or if any documentation or report provided is materially incorrect or incomplete;

F. Any representation, warranty or statement made by Grantee herein or in connection herewith is false or misleading in any material respect;

G. Any "Default" under, and as defined in, the Concession Agreement between the City and Grantee shall have occurred; and

H. Any default by Grantee under any loan or other obligation secured by any interest in any Grant Vehicle.

## **12. PROCEDURE AND REMEDIES FOR DEFAULT**

A. Enforcement Procedures. The following procedures shall apply in the event the City issues a Notice of Default to Grantee:

1. The Harbor Department's Executive Director, or any employee of the Harbor Department designated by the Executive Director, may issue a Notice of Default to a Grantee whenever there is reason to believe that the Grantee has breached this Agreement or committed an event of Default as defined in Section 11, above.
2. A Notice of Default shall be in writing, signed by the Executive Director or his/her designee, state in detail the nature of the Default, state the cure period and terms of cure, the remedy that may be imposed if the Default is not cured within the time permitted and not properly contested as permitted herein, and shall be delivered by first class mail, overnight courier delivery or personal delivery to the Grantee's address provided in Exhibit A or updated address provided pursuant to this Agreement.
3. The Executive Director has authority to modify or waive remedies for Grantee's Default. The decision of the Executive Director, in his or her complete discretion, shall be final.

B. Remedies. Remedies for Grantee's Default, to be determined at the discretion of the Harbor Department's Executive Director, include but are not limited to:

1. Recovery of any or all of the Grant funds provided hereunder;
2. Suspension or cancellation of this Agreement (with no prejudice to any rights or remedies of the City with respect to any Defaults);
3. A ban on the Grantee's ability to participate in the Clean Trucks Program or future grants or incentive programs of the City;
4. Repossession of each Grant Vehicle;
5. An event of default may be declared under the Concession Agreement between the City and Grantee; and
6. Such other rights and remedies that the City may have (as a secured party or otherwise) under applicable law or in equity.

In no event shall any grant payment by the City constitute a waiver by the City of any breach of this Agreement or any Default, which may then exist on the part of Grantee. Neither shall such payment impair or prejudice any remedy available to the City with respect to the breach or Default. The rights and remedies of the City under this Agreement, the Concession Agreement and all other agreements shall be cumulative. No exercise by the City of one right or remedy shall be deemed an election. No delay by the City shall constitute a waiver, election, or acquiescence by it. A failure of the City to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

### **13. INDEMNIFICATION**

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Grantee undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Grantee or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

### **14. RECORD KEEPING**

Grantee shall maintain records sufficient to provide, on an annual basis, information regarding Drayage Service Trips, insurance, vehicle maintenance, Grant Application, Grant award, this Agreement, reporting requirements and any other available information that may be reasonably necessary to determine Grantee's compliance with

this Agreement for at least one (1) year after the later of satisfaction of all Grantee obligations hereunder for such Grant Vehicle or termination of this Agreement. Records shall be readily available and accessible to the City or its designated representative upon request for the purposes of auditing compliance.

**15. NOTICES**

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, all notices to the Grantee shall be addressed to it at the Business Address set forth in Exhibit A and all notices to the City shall be addressed to: Clean Truck Program – Grant Administrator, Los Angeles Harbor Department, Environmental Management Division-4th Floor, 425 S. Palos Verdes St. San Pedro, California 90731. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

**16. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

**17. SEVERABILITY**

It is understood that if a court holds a specific provision within this Agreement invalid, the remaining provisions of this Agreement continue in effect.

**18. COMPLIANCE WITH APPLICABLE LAWS**

Grantee shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

**19. COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same agreement. Not less than two (2) counterpart originals of this Agreement shall be signed by each of the parties hereto, with one (1) such original to be delivered to, and retained by, Grantee and all other originals to be delivered to, and retained by, the City.

**20. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement constitutes the entire Agreement between Grantee and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No amendment to this Agreement shall be effective unless in writing and signed by the City and Grantee.

**21. NO THIRD-PARTY BENEFICIARIES**

This Agreement is being entered into solely for the benefit of the City and Grantee, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

**22. EXHIBITS; ARTICLES**

All schedules and exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control

**23. CONFLICTS RESOLVED in FAVOR of this AGREEMENT**

Should there be any conflict between the Grantee's RFP Proposal (Exhibit A) and this Agreement, it shall be resolved in favor of this Agreement.

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(Signature Page to Follow)


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

**GRANTEE:**

Date: 12/9/2022

**PERFORMANCE TEAM LOGISTICS, LLC**

By:   
Name: Paul Pickrell  
Title: CFO

Attest:   
Name: Peter Jabbour  
Title: VP & General Counsel

**PORT:**

Date: \_\_\_\_\_

**CITY OF LOS ANGELES,**  
a municipal corporation, by and through  
its Board of Harbor Commissioners

By \_\_\_\_\_  
Name: Eugene D. Seroka  
Title: Executive Director, Harbor Department

Attest \_\_\_\_\_  
Amber Klesges, Board Secretary

APPROVED AS TO FORM AND LEGALITY

  
2022  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By:   
JUSTIN HOUTERMAN, Deputy

PORT OF LOS ANGELES  
 PERFORMANCE TEAM LOGISTICS, LLC  
 VOLVO ZE-25 DRAY EXPANSION PROJECT

FUNDS AVAILABLE STAMP


Account#	59966	W.O. #	78307
Ctr/Div#	0330	Job Fac.#	637-00
Proj/Prog#	000		
Budget FY:		Amount:	
FY 2022/23		\$2,500,000	
FY 2023/24		\$ 0	
FY 2024/25		\$ 0	
FY 2025/26		\$ 500,000	
TOTAL		\$3,000,000	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	Erin O'Malley <small>Digitally signed by Erin O'Malley Date: 2022.12.12 09:30:18 -08'00'</small>		
Verified Funds Available:	 <small>Digitally signed by Frank Lu Date: 2022.12.12 09:27:09 -08'00'</small>		
Date Approved:	12/12/22		

EXHIBIT A  
PROPOSAL

# PERFORMANCE TEAM – VOLVO TRUCKS ZE-25 PROPOSAL



PERFORMANCE TEAM Santa Fe Springs, CA

## Contents

1	Proposal Cover Transmittal Letter .....	2
2	Qualifications, Experience, and References .....	3
2.1	Qualifications.....	3
2.2	Relevant Experience and Resumes of Proposed Team Members .....	7
2.3	Prior Demonstration History .....	7
3	Project Scope and Schedule .....	12
3.1	Scope of Work and Technical Approach .....	13
3.2	Project Schedule .....	14
4	Infrastructure Plan and Timeline.....	16
4.1	Infrastructure Locations and Utilization .....	16
4.2	Infrastructure Timeline and Funding .....	18
5	Costs .....	19
5.1	Cost Summary and Utilization .....	19
5.2	Match Funding.....	20
6	Business Enterprise Programs and Contract Administrative Requirements.....	20
6.1	SBE/VSBE Form and Consultant Description Exhibit B .....	20
6.2	City Ethics Commission Forms 50 and 55 Exhibit G .....	20
6.3	Acceptance of Standard Contract Provisions .....	20
7	Appendices.....	21
7.1	APPENDIX A: RESUMES.....	21
7.2	APPENDIX B: FORMS and CONFIRMATIONS.....	22
7.3	APPENDIX C: PRIOR DEMONSTRATION REPORTS.....	23
7.4	APPENDIX D: UTILITY STATEMENTS/APPLICATIONS FOR CHARGING LOCATIONS .....	24

# 1 Proposal Cover Transmittal Letter



**PERFORMANCE TEAM**

January 18, 2022

Tricia J. Carey  
Director, Contracts and Purchasing Division  
Harbor Department  
BY EMAIL to: [Tcarey@portla.org](mailto:Tcarey@portla.org)

**Reference:** Port of Los Angeles Environmental Management Division –  
Zero Emissions Drayage Truck Pilot Program - Request for  
Proposals dated 23 November 2021

**Subject:** Cover Transmittal Letter for the Performance Team–Volvo ZE-25  
Dray Expansion Project (ZEDEP)

Dear Ms. Carey

Performance Team Logistics LLC (“Performance Team”) and Volvo Trucks North America are pleased to submit this joint project proposal in response to the above-referenced Request for Proposals.

Performance Team, a Licensed Motor Carrier (LMC) has partnered with Volvo Trucks North America, a heavy-duty truck Original Equipment Manufacturer (OEM) to rapidly deploy 10 zero emissions drayage trucks into service. We are seeking \$3,000,000 in grant funds to implement this ZE-25 project. Important additional partners in the project are the Volvo Trucks dealership for Performance Team – TEC Equipment and their La Mirada CA facility, and Prologis, Inc. who is the landlord of the facilities used by Performance Team. These organizations are committed to completing all project activities on time and within budget and entering the 10 trucks into service almost immediately.

Because Volvo is the only truck OEM to have zero-emission tractors in serial production, we will be able to provide the Harbor Department with the VINs of the trucks to be deployed in our ZE-25 project. This team therefore can deliver and place the trucks into service months earlier than would otherwise be possible

Because Performance Team and Prologis are already moving to electrify their operations, the location at 2420 Yates Ave in Commerce CA has infrastructure plans in place and Prologis is working with Southern California Edison to ensure a fast-paced installation and commissioning timeline for our ZE-25 program.

Performance Team is excited to lead this proposal and to be working with Volvo as our OEM partner and the Port of Los Angeles to successfully deploy Volvo's VNR Electric trucks and the required charging infrastructure in this project.

I will serve as both the Business & Technical Points of Contact for the project application. Please contact me at (562) 345-2218 or michael.gallagher@performanceteam.net if you have any questions or concerns regarding this project proposal. We look forward to working with the Harbor Commission, the Port, and the City of Los Angeles to make this project successful in a very short timeframe.

Sincerely,

A handwritten signature in black ink, appearing to be 'Michael Gallagher', written over a horizontal line.

Michael Gallagher  
Head of Maintenance & Procurement  
Performance Team  
12920 East Imperial Highway  
Santa Fe Springs, CA 90670

# Performance Team–Volvo ZE-25 Project Description

## 2 Qualifications, Experience, and References

Performance Team, a Licensed Motor Carrier (LMC) has partnered with Volvo Trucks North America, a heavy-duty truck Original Equipment Manufacturer (OEM) to rapidly deploy 10 zero emissions drayage trucks into service. We are seeking \$3,000,000 in grant funds to implement this ZE-25 project. Important partners in the project are TEC Equipment and their La Mirada, CA facility – the Volvo Trucks dealership for Performance Team – and Prologis, Inc. who is the landlord of the facilities used by Performance Team. These organizations are committed to completing all project activities on time and within budget and entering the 10 trucks into service almost immediately.



**Figure 1:** The PT-Volvo ZE-25 Project will deploy 10 zero-emission Class 8 VNR tractors and zero-emission charging infrastructure

### 2.1 Qualifications

Collectively, the project team possesses as much experience in ZE Truck deployment as anyone in the industry, bringing the expertise and qualifications needed to complete the project tasks in a timely, efficient, and effective manner. The project team includes many industry leaders, all of whom are well versed in adopting and implementing zero-emission technologies. The project

team's substantial cumulative experience with related, publicly-funded projects has generated lessons learned that will enable the timely and strategic delivery of all project aspects.

### **Performance Team**

Performance Team and parent company Maersk are fully committed to the zero-emission and carbon reduction mission. Maersk has global reach and influence, with sustainability goals that challenge the company to take significant steps forward. For example, Maersk recently introduced the design of eight groundbreaking and industry-leading 16,000 TEU container vessels powered by carbon-neutral methanol.

Maersk, and Performance Team, have a clear long-term agenda including targets for systematic improvement and are striving to make sure this sustainability mindset extends to their entire network of providers.

Performance Team has been partnering on the adoption of electric trucks with Volvo for several months now and has acquired a number of HVIP vouchers for vehicles in the 2022-23 time frame. Funding has been pursued through Prop 1B, Switch On, and other sources to assist in supporting the business case. There are plans to continue the fleet transition to fully electric class 8 tractors based on the success and momentum of these initial actions. The partnership has clear and aggressive plans to fully electrify at least 40% of the fleet within the next 18 months.

In addition to plans for acquiring more ZE tractors, the Maersk total sustainability focus includes successful deployment of Orange EV yard tractors and Electric Forklifts at their sites. There are 1000 forklifts in the Performance Team fleet, of which 65% have been transitioned to fully-electric. The vision of the company is not just investing in a few EVs to test the waters but to commit to the long term in a transformation to clean operations company-wide.

### **TEC Equipment**

TEC Equipment has 28 locations from Seattle to San Diego and specializes in the sale, rental, leasing, and service of MD/HD trucks to fleet customers. TEC La Mirada is a registered dealership for Volvo and Mack.

The TEC Equipment Fontana location was the very first dealership certified to sell and service Volvo electric trucks, and TEC equipment continues leading the transition to zero-emissions,. The La Mirada location is also now certified, and additional locations are working to become certified in the next several months. The process for a dealer to become fully certified as an electric truck dealer can take 6 to 12 months to complete all steps to prepare the dealer team and facility. Some of the main steps include dealer establishment and implementation of safety policies, special EV tools inventory, proper PPE equipment, Charging infrastructure on-site with plans and capabilities for future power upgrades, dedicated service bay(s) including appropriate service machinery, EV safety training for all dealer location personnel as well as Sales, Parts, and Service department specific EV training, local first responder training, and an EV truck delivery handoff process to the customer.

TEC Equipment is unique in building an internal capability to identify, implement, and manage their own electrification plans, including the installation of charging equipment at all dealerships TEC operates. TEC has hired an experienced Vice President of Strategic Initiatives to guide the electrification and zero-emission technology transition for the company. These experts will be participating in the ZE-25 project.

Beyond this important project to deploy ZE trucks, TEC Fontana and TEC La Mirada are part of the Volvo LIGHTS project, providing service and charging for the first Volvo BEV trucks deployed. TEC is also participating in the CEC BESTFIT project with Volvo, to install public-access charging for MD/HD trucks along high-traffic corridors in California.

## **Prologis**

Prologis Inc. is the charging infrastructure partner for Performance Team, with headquarters in San Francisco. Prologis is the global leader in logistics real estate and leases its modern logistics facilities to approximately 5,500 customers principally across two major categories: business-to-business and retail/online fulfillment. Prologis has nearly a billion square feet under management with its largest concentration in California.

Prologis has established ESG (Environmental, Social and Governance) practices across its business and is working to support its customers while addressing many of the world's most pressing challenges. Prologis is already one of the largest builders of commercial rooftop solar in the US. Prologis is continually looking to be "ahead of what's next" and sees EV charging infrastructure as an enormous opportunity to accelerate progress toward a sustainable future.

Prologis is ideally positioned to partner with customers like Performance Team to enhance their sustainability, efficiently and cost-effectively. They have the scale and reach to develop EV charging infrastructure for much of the logistics industry. Being the landowner, Prologis removes key barriers to EV infrastructure - landlord approval and stranded assets. Prologis has built a world-class team of EV charging infrastructure leaders grow its charging infrastructure offering.

In California, Prologis is moving to electrify their facilities, providing charging infrastructure for trucks. This can be paired with Prologis' established capabilities in solar energy and energy storage systems. The Prologis team will lead the charging infrastructure required for this proposal. It provides both the charging infrastructure and the ongoing operations and maintenance required for Performance Team's reliable operations.

## **Volvo Trucks of North America**

Volvo Trucks North America is a subsidiary of Sweden's Volvo Group (AB Volvo), the world's second-largest heavy-duty truck manufacturer, and the sixth-largest construction equipment manufacturer. The Volvo VNR Electric is the first battery-electric Class 8 truck to market that is commercially manufactured on a diesel-truck production line in North America and is actively being built in serial production in 2021 and beyond. Volvo is leading the charge with zero-emission

transportation, aiming to shape the logistics transportation of tomorrow through industry collaboration. Volvo Trucks is committed to coordinating with its customers, policy makers, utilities, charging station and infrastructure manufacturers, and industry experts to accelerate transportation electrification.

The Volvo LIGHTS project in Southern California was a groundbreaking program that deployed 17 BEV tractors in a range of revenue service applications for goods movement customers. It launched in 3 years ago and is about to celebrate success at a final closing event in February 2022.

Volvo continues to win competitive grant programs in California, such as the CARB-CEC funded GROCER project that will deploy 50 VNR electric tractors at a single location in northern CA. The SwitchOn project funded by the US EPA and South Coast AQMD is supporting the deployment of 70 BEV tractors to 5+ customers. The SCAG (Southern California Association of Governments) Last Mile Freight Program is another grant awarded to Volvo Trucks which is assisting a Southern California customer in deploying 30 BEV tractors. Volvo and Mack Trucks have recently won a NYSERDA (NY State) grant in New York City (the Bronx) to provide fully-electric trucks in environmental justice communities.

The size and scope of these programs show that Volvo Trucks has the experience needed quickly and successfully deliver the ZE-25 program for POLA. While 10 trucks is a significant deployment, VTNA has conducted larger programs, and is working on significantly larger programs. This experience will enable us to move very quickly to implement ZE-25.

Volvo Trucks has the proven ability to build, deliver, and put into service large numbers of the VNR Electric Class 8 tractor. On December 3, 2020, Volvo Trucks hosted the official launch ceremony for the commercial production line of the VNR Electric at its New River Valley (NRV) Plant in Dublin, Virginia. This 1.6-million-square-foot facility is now fully operational and tooled up to be able to manufacture and deliver hundreds of VNR Electric trucks per year on the same assembly line as the existing diesel VNR. This integration with the existing assembly line will enable Volvo to build and deploy large numbers of zero-emission trucks. Retooling of the NRV Plant's production line, combined with Volvo's comprehensive supply chain forecasting system is working even now to address supply chain challenges in late 2021. Volvo has successfully deployed more than 20 first-generation VNR Electric trucks using a boutique assembly method that is more time consuming and costly than the newly launched production line. Now that production has fully transitioned to a dedicated production line, Volvo assures customers and funding partners of its ability to build committed trucks on time and within budget.

Volvo Trucks North America, based in Greensboro NC, has staff assigned to developing charging solutions and have assisted more than 20 customers in deploying charging infrastructure for the BEV tractors they have acquired from Volvo. The VTNA Electromobility team includes charging technology experts, software and hardware engineers, sales, maintenance, and uptime center staff. Team members are on the ground in California to address any concerns and ensure customer satisfaction. The Volvo team leverages the strengths of Volvo in the US and globally.

## **2.2 Relevant Experience and Resumes of Proposed Team Members**

Please see Appendix A (Section 7.1) for resumes of proposed team members. We can state here that none of the participants in the project team have relationships past or present with the Harbor Department. This section will highlight relevant experience for selected team participants:

- Jared Ruiz – VTNA – As the West Region Electromobility Sales Manager, Jared has the most volume from Class 8 EV projects in the nation. He is the Volvo Trucks lead for assisting Performance Team in their ZE transition.
- Tracey Craik – E-Mobility Sales Lead / Regional Sales Director at TEC Equipment – Tracey plays a critical role in assisting Performance Team through their EV transition, partnering with firms adopting clean technologies. She has over 35 years' experience in transportation and extensive knowledge of the California truck market.
- Wayne Hammond – Vice President of Strategic Initiatives at TEC Equipment – Wayne is leading the internal electrification initiatives at TEC across all 28 dealership facilities. He brings a background in sales, operations, finance, and new technologies.
- Kelcee Payne – Business Development Manager at TEC Equipment – Kelcee is leading the Grants and Incentives work at TEC, including the application of HVIP incentives, and has worked alongside agencies such as Tetra Tech, CALSTART, and SCAQMD.
- Michael Ippoliti – Volvo Group – Michael is Public Projects Manager for Volvo Group and has been in the ZE truck space for nearly 15 years. At CALSTART he was responsible for several multi-million dollar grant programs with CARB and the CEC. At Volvo he leads west coast grant program identification and pursuit.
- Michael Gallagher – Maersk-Performance Team Head of Maintenance and Procurement for Warehouses & Distribution. Michael is a procurement professional with 20 years' experience in transportation and logistics, including executive-level positions in fleet management.
- Andy Manos – Prologis Manager of EV Infrastructure Solutions. Andy leads the delivery of turnkey Prologis EV Solutions for clients, based on his years of charging infrastructure experience at Greenlots.
- Greg Ham - Director of Service & EV Operations for TEC of California – Greg has over 30 years in the commercial transportation industry and brings tremendous experience working with Volvo Engineering in the US and Sweden. His participation in the Volvo LIGHTS program gives him industry-leading knowledge of HD BEVs.
- Jonathan Miller – Battery Electric Vehicle Service Manager for Volvo Group, lead for all BEV field service related activities. Volvo Group is focused on EVs and the team now includes a West Coast Service manager with 15 years' experience in transportation maintenance and team leadership.

## **2.3 Prior Demonstration History**

Team members have consistently established and adhered to realistic, aggressive timelines. Volvo, Performance Team, and our partners have significant direct experience working under State (CEC, CARB) and Federal (DOT, DOE) grant agreements, implementing and managing dozens of state- and federally supported projects.

Performance Team has notable experience in electrification even though these are their first electric tractors. Electric Yard Hostlers from Orange EV have been deployed as a pilot and 65% of their forklifts are now electric. Familiarity with shifting from fossil fuels (diesel, propane) to electric fuel will be a clear advantage for Performance Team in this grant program.

As Prologis has nearly five thousand buildings across 19 countries, they are launching a global EV infrastructure business to serve its many customers in the logistics industry. While Prologis has been deploying level 2 chargers at its sites for years, Prologis has expanded its offering to include complete fast-charging solutions for fleets with chargers up to 350kW. Specific to Southern California, Prologis is developing charging infrastructure for drayage operations like the Commerce facility outlined below.

For example, on a confidential project in Tracy, California, Prologis worked with a leading logistics company to develop DC fast chargers to support a large fleet of EV trucks. The site can support charging for more than 40 EV trucks and cost \$15M+.

Volvo has a long history of grant-funded projects accelerating truck innovations and has been leveraging all funding sources to assist sales of our production VNR Electric tractor. Among the projects and demonstrations are:

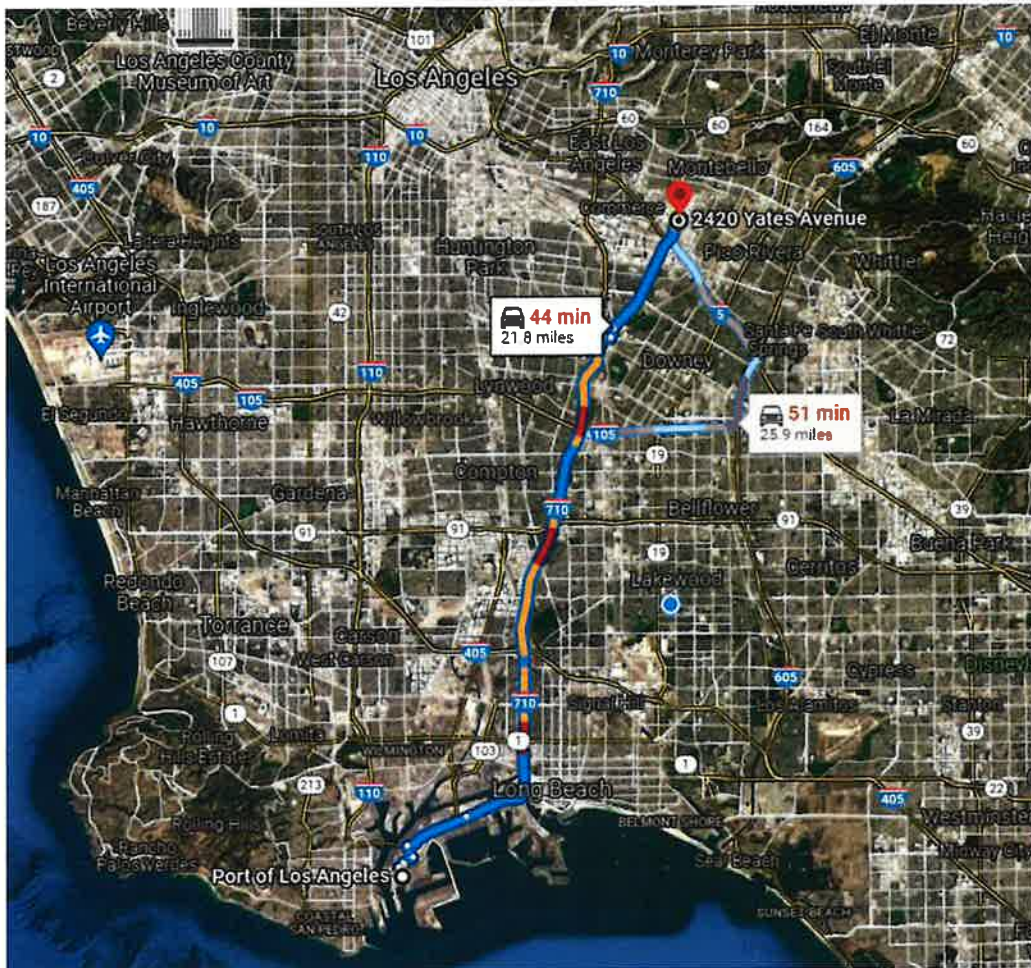
<b>California CLEAN Truck Demo Program (PHEV Drayage) (ARV-11-014) – \$23,600,000</b>	Greater Los Angeles Area	Project successfully achieved all milestones and met deadlines on schedule. Completed in 2019.
<b>Volvo LIGHTS (ZANZEFF Contract No. 19278) – \$91,446,900</b>	Greater Los Angeles Area	Project ongoing and meeting deadlines. Completion in March 2022 deploying 17 EVs
<b>SwitchOn (South Coast AQMD and EPA) - \$32,500,000</b>	Greater Los Angeles Area	Project ongoing. 70 BEV tractors being deployed with 6 customers; operations include drayage, pickup/delivery, last mile, reefer
<b>SCAG LMFP (Last Mile Freight Program) - \$20,600,000</b>	Greater Los Angeles Area	Project entering contract negotiation phase to deploy 30 EV Tractors in food delivery, plus a microgrid with solar, battery backup and charging infrastructure
<b>GROCER (CARB-CEC Zero-Emission Drayage Truck and Infrastructure Pilot Project GFO-20-606) - \$52,300,000</b>	Northern San Joaquin Valley	Project entering contract negotiation phase to deploy 50 EV tractors plus charging infrastructure at a single location; for Grocery Distribution in Northern CA

The LIGHTS project in particular is an example of how well Volvo can implement an EV Deployment program. LIGHTS is an extraordinary partnership of 12 private and public organizations to introduce heavy-duty all-electric trucks and revolutionize freight facilities in Southern California. In addition to Volvo Trucks North America, other project partners include private fleets, government agencies, ports, community colleges, a utility company, a research university, community leaders, and equipment suppliers, all working together to create an ecosystem to propel battery-electric freight movement beyond the demonstration phase into a widespread reality.

Volvo LIGHTS was launched in 2019 to test critical innovations in vehicle technologies, install charging infrastructure, and establish the groundwork for an electric truck sales and service network. The project is delivering 17 battery-electric trucks of varying configurations, 29 battery-electric freight handling vehicles, 58 vehicle chargers, a 1.8 MW solar installation with battery storage, and two new training curricula in nearby community colleges. The project will complete in March 2022, but already lessons are being learned, which will help Volvo, TEC Equipment, and Performance Team successfully deliver on the ZE-25 project requirements.

Regarding the fleet operator and routing/duty-cycles, Performance Team has a variety of LMC operations, including drayage from POLB and POLA, customer deliveries, warehouse transloading, and goods delivery to the Inland Empire. The length of these routes range from 10 miles or less, up to several hundred miles.

These 10 VNR Electric tractors will be deployed at the Performance Team facility located at 2420 Yates Avenue in Commerce, CA. Routes will be port drayage operations with return to base for transloading, a round trip of 43.6 miles.



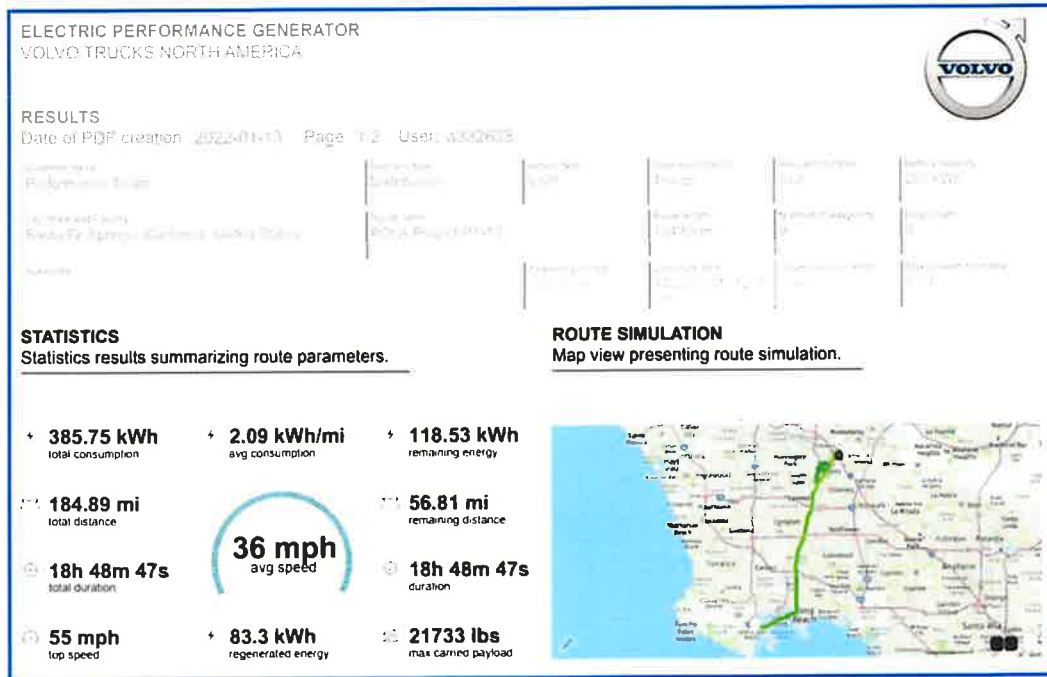
Volvo has developed an Electric Performance Generator (EPG) model for our VNR Electric trucks, which enables the analysis of route data to show how the VNR Electric would perform on a given route with a given load.

The 10 trucks in our ZE-25 project will be deployed only in port drayage applications from the Commerce CA facility, where current operations have roughly 60% of trips to/from POLA and 40% to/from POLB. Each of the trucks will have no difficulty meeting the required fifty revenue service drayage trips to POLA per year.

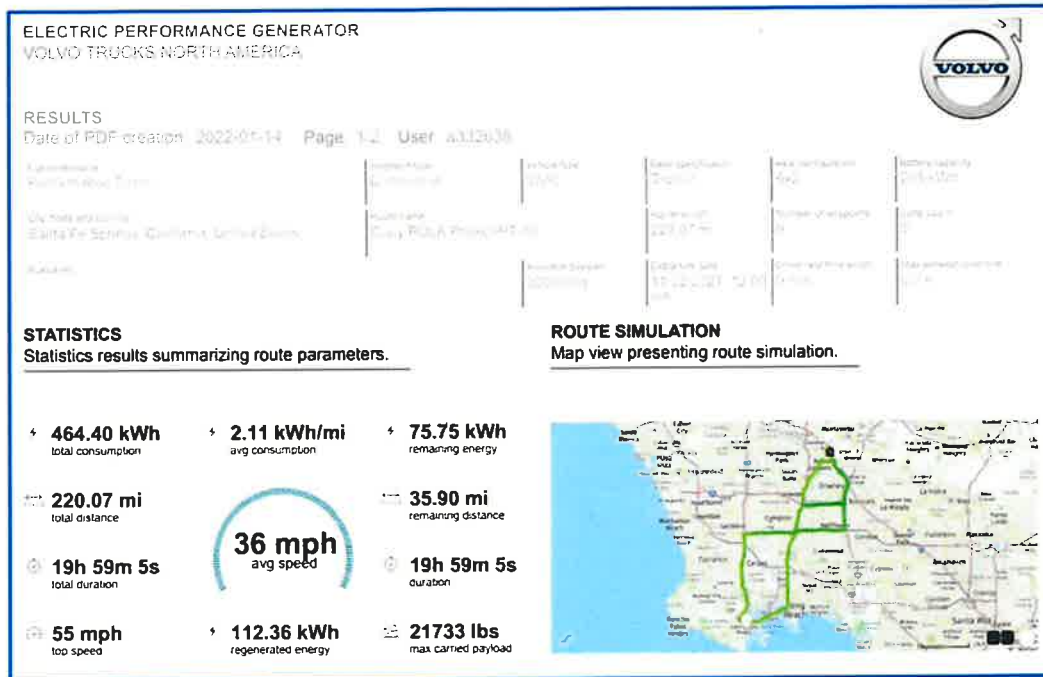
Below is an EPG modeling of the route from Commerce to/from POLA. This Route Analysis is based on the following assumptions for a full day:

- Number of runs to POLA: 4 (this would be off-peak times; we expect 3 turns during peak congestion times)
- Shifts: 3
- Opportunity Charging Events at Commerce Facility:
  - Charge at 1<sup>st</sup> Depot Return Visit = 60 minutes @ 150kW
  - Charge at 2<sup>nd</sup> Depot Return Visit = 60 minutes @ 150kW
  - Charge at 3<sup>rd</sup> Depot Return Visit = 45 minutes @ 150kW

With these assumptions our analysis shows the lowest battery level during the four runs is above 44% remaining charge, indicating a significant energy reserve for the 10 VNR Electric 6x2 chassis tractors with 265kWh batteries.



A second simulation examined alternative routes to/from POLA, and even with these longer trips, there is more than 28% of battery charge remaining. This again indicates our VNR Electric has more than enough extra range for the planned drayage operations.



Performance Team will deploy 10 Volvo VNR Electric trucks in a 6x2 chassis configuration with four battery packs providing 265kWh of onboard energy storage. The VNR Electric will be capable of receiving DC fast charging at up to 150 kW. The VNR Electric incorporates the safety features Volvo’s customers rely on every day, as well as advanced features such as Volvo Active Driver Assist’s collision avoidance technology, lane departure warnings, LED headlights, relocating critical controls and dials to be at the drivers’ fingertips, and 24/7 real-time connectivity to monitor all aspects of vehicle and battery safety through the Volvo Uptime Center. In addition to these technological solutions to improving safety, the VNR Electric will improve safety by nearly eliminating the noise pollution and cab vibrations that are inherent in diesel counterparts, resulting in reduced driver fatigue and greater awareness during operations. Critically, TEC La Mirada will address all field service issues for the VNR Electric under Volvo’s Gold Contract warranty,



providing preventive maintenance, warranty maintenance, and ongoing repair service for each of the deployed trucks.

The VNR Electric model included in this RFP is already a proven commercial product, fully certified by CARB and HVIP-eligible. The tractors have proven themselves in revenue generating miles accumulated throughout 2021 in multiple customer segments including: drayage, final mile, pick-up and delivery, mail carrier, general freight, grocery, and parts distribution. The 17 trucks built and delivered in 2021 have seen an average of anywhere from 200 to 400 miles accumulated per week per truck depending on application. Battery life remains strong, with every single truck recording well above 90% remaining battery life. Battery life is a key factor in the customer decision making process, as it greatly impacts total life cycle costs. In the LIGHTS project, as well as for this POLA ZE-25 project, Volvo Trucks includes a comprehensive service contract for the full term of the program. No major repairs have been needed to date on the LIGHTS project fleet and Volvo expects this will continue to be the case – production trucks with extensive quality control checks can ensure a successful deployment without mechanical failures.

### **Bumper to Bumper Warranty**

Every Volvo VNR Electric comes standard with the Volvo Gold Contract bumper to bumper service offering, covering comprehensive scheduled & preventative maintenance, extensive vehicle electromobility coverage, chassis coverage, towing, and uptime solutions including 24/7 battery monitoring, and battery state of health protection – all for a full 6-year term, double the length of the ZE-25 project. TEC Equipment is fully prepared to provide the needed support, along with Volvo Trucks of North America – as has been done for customers who have already taken delivery of VNRe tractors. TEC has tremendous expertise based on learning from the LIGHTS project, and along with expert West Coast field staff from Volvo Trucks, the operational support for these BEVs will be unsurpassed. The Gold Contract also will support the monthly reporting that is required for the first year of the project. All downtime, repairs and maintenance will be recorded in the Volvo system, enabling accurate reporting of truck performance.

## **3 Project Scope and Schedule**

The Harbor Department and Port of Los Angeles have clear goals for the ZE-25 Project. The Performance Team-Volvo proposal will fully meet all the requirements, including:

- Purchase, deploy, and demonstrate 10 battery-electric Class 8 trucks to be operated 100% of the time in drayage service
- Achieve a minimum average of 50 revenue service drayage trips to POLA per year, over the 3 year project term.
- Design, procure, install, and operate a sufficient number of DC fast charging stations at the fleet facility to charge the 10 electric trucks in accordance with their duty cycles.
- Implement the project and place the trucks in service as quickly as possible

- Collect and report data on VMT, driver/fleet experience, fuel usage and uptime for trucks and infrastructure.

### 3.1 Scope of Work and Technical Approach

Based on the experience from prior projects, the team proposes the following scope of work and technical approach. This Scope and Approach will fully satisfy the requirements of Sections 3 and 4 in the RFP and deliver the desired outcomes for POLA:

- **Task 1: Administration:** The team will ensure timely and transparent communication—including required meetings and monthly, quarterly, and final reports. The team will execute all required contracts/ subcontracts among the funding agencies, project partners, subcontractors, and vendors.
- **Task 2: Purchase and Deploy Trucks:** The team will purchase, manufacture, equip, test, and deliver 10 Class 8 battery-electric trucks to be domiciled at 2420 Yates Avenue, Commerce CA 90040.
- **Task 3: Design, Install, and Deploy Charging Infrastructure:** The team will complete the design, engineering, and permitting of the charging infrastructure (EVSE). The project team will also procure all necessary equipment and materials, prepare the charging sites, and install and commission the proposed EVSE. Prologis will lead this effort under a Charging-as-a-Service business model.
- **Task 4: Ongoing Operations and Maintenance:** To best integrate the new EVs into the Performance Team fleet, and ensure compliance with the funding requirements, the team will develop and implement driver training and an Operations and Maintenance Plan to guide the management, operation, and maintenance of the trucks and charging infrastructure. TEC Equipment and Volvo will handle all maintenance and support.
- **Task 5: Data Collection and Analysis:** As outlined in Section 4 of the RFP, the team will collect operational data from the project and summarize that data, highlighting the achievement of required goals. The team will submit monthly reports for the first 12 months of operation, and quarterly for the remaining two years. A Final Report with analysis will be submitted at the end of the project including a qualitative assessment of the truck performance and Performance Team experience.

Because Volvo is the only OEM with serial production of our zero-emission tractors, we will be able to provide the Harbor Department with the VINs of the trucks to be deployed in our ZE-25 project. Truck assembly will be underway at the time of award, as we are able to assign production slots to customers in advance. The team therefore can deliver and place the trucks into service months earlier than would otherwise be possible and there will be no delay due to contractual agreement timing. Ensuring the charging stations are installed and commissioned will be the critical path. The vehicles will be ready for delivery prior to the charging infrastructure completion.

The trucks to be deployed by Performance Team under this ZE-25 Project are:

1. 4V4WB9KN1NN607170
2. 4V4WB9KNXPN607185
3. 4V4WB9KN0NN607175
4. 4V4WB9KN1NN607055
5. 4V4WB9KN5PN607062
6. 4V4WB9KN6PN607183
7. 4V4WB9KN0PN607177
8. 4V4WB9KN2PN607181
9. 4V4WB9KN4PN607053
10. 4V4WB9KN4PN607182

Performance Team and parent company Maersk have committed to acquiring a large number of ZE trucks as part of their ongoing sustainability initiatives. They have 50 HVIP vouchers, local and state funding for 26 trucks, and consideration of future additional acquisitions beyond 2022. This commitment to purchase additional Volvo VNR Electric tractors over the next few years, enables Volvo Trucks North America to assign in-production VINs to Performance Team for our POLA ZE-25 project. We can thereby significantly accelerate the usual process and implement our ZE-25 deployment with exceptional speed.

Prologis and Performance Team are working together to find other sites that could accelerate the electrification of drayage fleets. Based on the operational profile of Performance Team sites, they are examining the development of purpose built Charging Hubs that would serve Performance Team as they expand their fleet electrification capacity. Performance Team will continue operating these 10 trucks well beyond the three-year ZE-25 project contract, along with additional zero-emission trucks being added to their fleet.

### 3.2 Project Schedule

Based on the information we have available currently, we propose the following project schedule. Dates and tasks may shift as new information is provided or to meet the preferences of the Port.

DATE	TASK	DELIVERABLE/MILESTONE
January 2022	Proposal Submission	January 18, 2022
March 2022	Award Announcement	

February 2022- March 2022	Truck Production	Known specifications and VINs
June-August 2022	Truck Delivery aligned with Infrastructure readiness	Request Payment for trucks (\$250k x 10)
August 2022-	Charging Infrastructure Commissioned; Trucks enter service	Begin Data Collection period – First monthly report
September 2022		Monthly Report #2
October 2022		Monthly Report #3
November 2022		Monthly Report #4
December 2022		Monthly Report #5
January 2023		Monthly Report #6
February 2023		Monthly Report #7
March 2023		Monthly Report #8
April 2023		Monthly Report #9
May 2023		Monthly Report #10
June 2023		Monthly Report #11
July 2023		Monthly Report #12 Request payment of \$25k per truck
Q3-2023		Quarterly Report #1
Q4-2023		Quarterly Report #2
Q1-2024		Quarterly Report #3
Q2-2024		Quarterly Report #4
Q3-2024		Quarterly Report #5
Q4-2024		Quarterly Report #6
Q1-2025	End of 3 year term	Deliver Final Report Request payment of \$25k per truck

## 4 Infrastructure Plan and Timeline

The PT-Volvo team has a clear plan for charging infrastructure, and specifically will leverage existing project deployments and public access sites.

### 4.1 Infrastructure Locations and Utilization

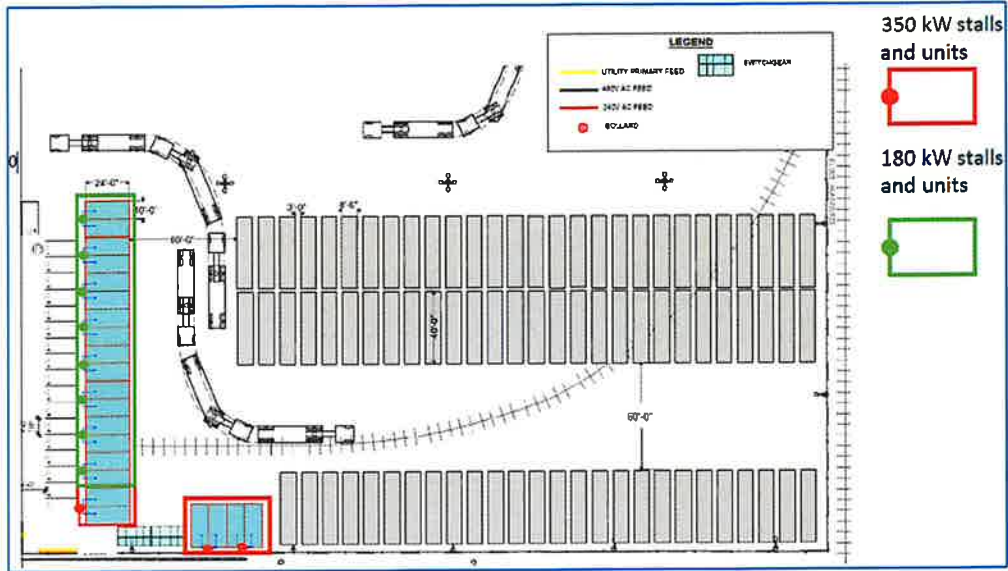
Performance Team and Prologis have already begun the electrification of some facilities, with 8-150kW EVSE delivered and waiting for installation at one Santa Fe Springs location. These chargers can serve as backup recharge locations for the 10 ZE-25 Project trucks based in Commerce. In addition to the home-base location and the Santa Fe Springs backup, a public charging facility operated by the Port of Long Beach is expected to be available in Q1 of 2022, enabling on-route recharging for trips that go to/from POLB.

Charging infrastructure at the Commerce 2420 Yates facility will begin construction in February 2022, likely in advance of the award agreement. Prologis has already conducted a number of steps to be prepared for construction start, as outlined in the table below. Prologis has an approved application to the Southern California Edison Charge Ready Transport program (See Appendix D in Section 7.4) and is coordinating with the utility to ensure a smooth commissioning process.

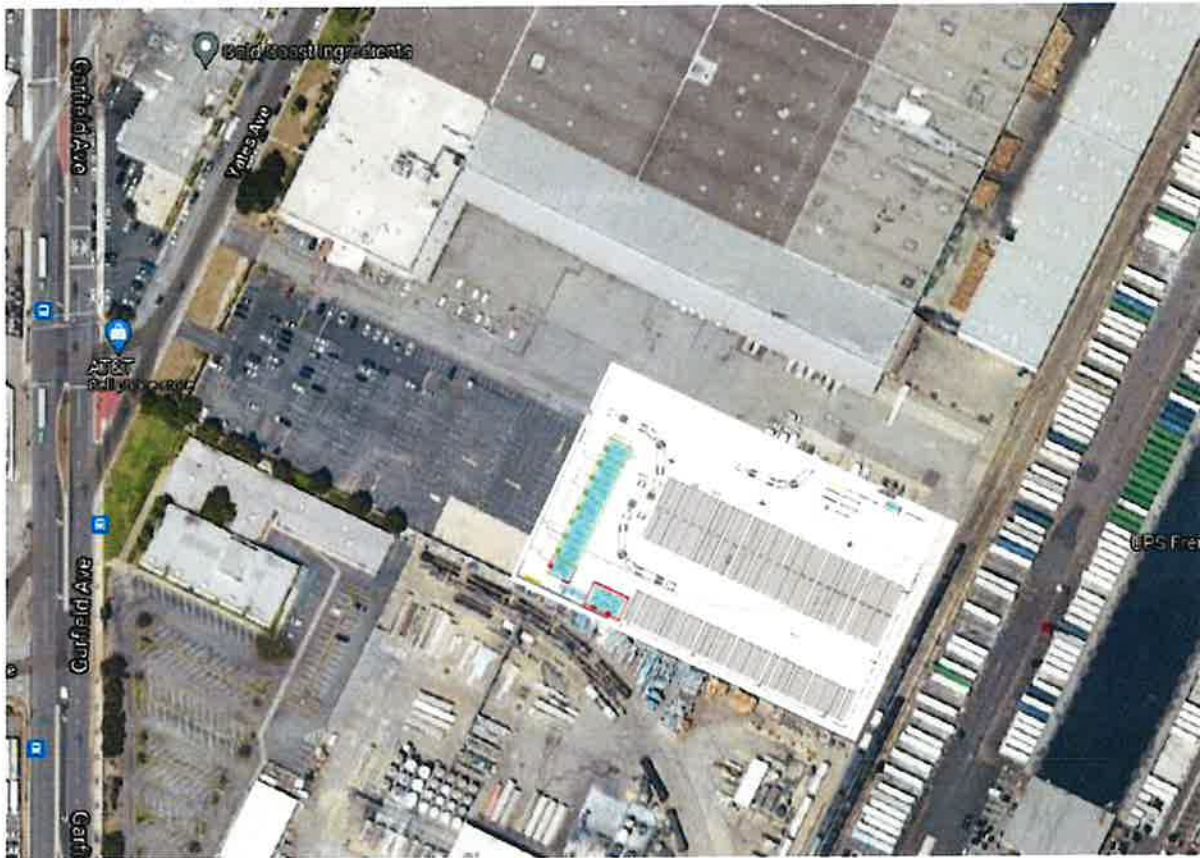
		Prologis - Commerce, CA								
		MONTHS	1	2	3	4	5	6	7	8
<b>Engineering</b>	Detail Design									
	Utility Coordination									
	As Builts Drawings									
<b>Procurement</b>	Bid/Award									
	Equipment Lead Time									
<b>Construction</b>	Permitting									
	Construction									
	Commissioning									
	Site Turnover									

It is expected the EVSE will be installed in July or August. The trucks will have been built and truck delivery is timed to coincide with the installation. Commissioning and trucks-in-service is planned to occur in August 2022. The charging station layout is planned as shown:

To accommodate planned future expansion, the Commerce facility will have 22 EV charging stalls, with 8 ABB Terra 184 EVSE and 3 ABB Terra HP350 EVSE. The Terra 184 is the newest ABB design, which can deliver 180kW to one truck or 90W simultaneously to two trucks. Initially there will be more than one charger per truck, with all 11 chargers able to deliver power faster than the trucks can currently accept. Again, this is future-proofing as it is expected later updates and additional trucks may have higher charging rate capabilities. The facility layout is as shown below.



The charging station will be located in a corner of the 2420 Yates location, as shown in this satellite image:



Prologis provides its EV infrastructure on a Charging-as-a-Service basis. Prologis handles all hardware, software, installation, and commissions associated with the EV charging infrastructure and provides ongoing operations. The Commerce Site anticipates the addition of battery energy storage for reliability and onsite solar. The design includes future flexibility for the addition of battery energy storage and solar.

While Prologis has a deeply experienced team of EV industry professionals that lead and manage the business, Prologis does partner with leading industry players to build and operate its EV infrastructure. These professional firms are well acquainted with the requirements for proper EV Charger installation, including the Amendment #1 Section 3.3.4 rules for EVITP-certified electricians.

- **Black & Veatch (EPC)** – Black & Veatch has been a pioneer in the EV industry having built out Tesla first Supercharger network. They have built the most high powered DC charging in the US and are working with many leading fleets as they seek to electrify.
- **Greenlots Shell (Network/O&M)** – Greenlots Shell is a leading provider of EV infrastructure operations and maintenance services. Their software and 24/7 operations center will provide for proactive monitoring of Performance Team’s EV charging infrastructure to ensure reliable operations.

#### 4.2 Infrastructure Timeline and Funding

DATE	TASK	DELIVERABLE/MILESTONE
February 2022	Construction starts at Commerce Facility	
March 2022- May 2022	Truck Production	Known specifications and VINs
June 2022	Driver Training	
June - August 2022	Trucks Delivered	
July 2022	Construction completed; chargers installed	
August 2022-	Charging Infrastructure Commissioned; Trucks enter service	Begin Data Collection period – First monthly report

All funding for Infrastructure is being provided by Prologis and will be recouped under the Prologis Charging-as-a-Service (CaaS) business model where Performance Team pays a set rate per kWh for the actual energy consumed. The CaaS payment per kWh will be set by Prologis to meet their needs for covering the capital investment, energy costs, and O&M costs for the charging station. Performance Team will therefore see the electric fueling approach as very similar to diesel – they do not have to be involved in the design, installation, operations or maintenance of the charging station and simply pay for what is consumed.

## 5 Costs

This section will summarize pricing and costs at a high level. It is important to note that partner Prologis will be providing the infrastructure in a “Charging-as-a-Service” (CaaS) model, meaning Performance Team does not have to manage any of the infrastructure build-out, operations, or maintenance. Performance Team will pay for the energy consumed at a set rate per kWh and have no other costs or effort required to fuel their electric equipment.

### 5.1 Cost Summary and Utilization

The VNR Electric configuration for Performance Team has a cost of \$408,458 each – this includes sales tax, registration, and other fees plus locally-installed equipment. Performance Team will be supplying the remaining cost for the 10 vehicles, totaling \$1.08 Million.

As part of this project, Prologis is providing Performance Team a Charging-as-a-Service (CaaS) program. This will cover the cost of building the charging infrastructure, operation of the charging equipment, and energy cost for the duration of the Service Level Agreement between Performance Team and Prologis. The estimated cost of this service is approximately 1.5X of the contribution from the Port of Los Angeles – roughly \$4,500,000 over the 3-year period of the POLA ZE-25 Program.

Item	Cost Each	Number of units	Total Cost	POLA funds	Match Funds	Match Source
Trucks	\$408,458.20	10	\$4,084,582	\$3,000,000	\$1,084,582	Performance Team
Charging Infrastructure	n/a	11	Est. 4,500,000	\$0	Est. \$4,500,000	Performance Team
Reporting			\$20,000		\$20,000	Volvo-PT Team
Project Management			\$30,000		\$30,000	Volvo-PT Team
<b>TOTALS</b>			\$8,634,582	\$3,000,000	\$5,634,582	65% of project costs 188% match to POLA funds

## 5.2 Match Funding

Funding provided by the Volvo-PT team over the course of the project is \$5,634,582. This is 65% of the total estimated project costs and a 188% match against the \$3 Million provided by POLA.

## 6 Business Enterprise Programs and Contract Administrative Requirements

### 6.1 SBE/VSBE Form and Consultant Description Exhibit B

See Appendix B – Section 7.2.

Because Performance Team is not considered an SBE, the Exhibit C SBE Application is not included.

### 6.2 City Ethics Commission Forms 50 and 55 Exhibit G

See Appendix B – Section 7.2

### 6.3 Acceptance of Standard Contract Provisions

See Appendix B – Section 7.2

## 7 Appendices

### 7.1 APPENDIX A: RESUMES

# Andrew Northen Manos

404.550.9842 | [andrewnorthen@gmail.com](mailto:andrewnorthen@gmail.com) | 4615 Center Boulevard #1709 | Queens, NYC, NY 11109

## PROFESSIONAL EXPERIENCE AND RESPONSIBILITIES

**Prologis Inc.** North America..... **2021 – Present**

*Manager, EV Infrastructure Solutions*

- Lead the team delivering EV Solutions to Clients, Development of turn key solutions including site design, pricing and project economics, contracting and operations and maintenance to assist customer along their electrification journey
- Manage deployment strategy and EV Charging Infrastructure products, including site acquisition and design
- Drives the engineering, design, and construction of EV charging equipment from concept to operations with the Standard of Design that was created for Prologis

**Greenlots, Inc.** North America..... **2018 – 2021**

*Manager of Infrastructure Solutions*

- Lead the team delivering Pre-Sales solutions to the Commercial organization and external Clients, consisting of customer operations discovery process, site design, estimation, margin weighting recommendations, O&M considerations, and future proofing to meet customer needs across the North American markets
- Manage deployment strategy and EV Charging Infrastructure products, including enterprise customer engagement, strategic site selection, and consistent site due diligence procedures
- Drive standardization of solutions design and implementation archetypes with the goal of increased margins and a seamless delivery experience for internal and external customers
- Spearhead Product Development for Charging as a Service (CaaS), Warranty Offerings (Greenlots Care), Energy Management Hardware and Software (FlexCharge Manager), with a current proposed value of \$5m+ in revenue for 2021
- Negotiate and administer third party contractors and vendors in conjunction with Contracts and Procurement initiatives to support project standardization and partnerships

*Health, Safety, Security, Environment (HSSE) Interim Manager*

- Implement the Shell Control Framework and "Green-banding" action plan during 9 month tenure in conjunction with normal duties
- Design, write, and implement policies around Contractor Management, PPE, COVID-19 response, Site Walk Safety, Hazard and Risk management, Professional Development and Training, and numerous other aspects of safety in the EV industry
- Highlights include the development of reporting dashboards, the development of a daily log for active construction, and the rollout of a virtual safety site walk program, resulting in a 100%+ increase in the reporting of near misses and safety observations
- Recipient of Shell CEO Award for Process improvement in HSSE

*Field Operations Project Manager*

- Coordinated installation and development of EV Charging projects in both Level 2 and Level 3 formats across the United States and Canada, totaling over 250 ports
- Drove on-site project management, coupled with personalized support, development, and implementation of Charging Programs for Government, Utility, Public, Private, and Fleet customers
- Developed Charging solutions for major national clients throughout the sales cycle, providing internal and external support
- Created and implemented training programs for new joiners, including Project Managers and Sales Engineers
- Standardized regional sales team offerings to ensure consistent, deliverable projects within budget and timeline requirements
- Managed the siting, procurement, installation, and operation of the first Shell Recharge sites in the United States

**EnviroSpark Energy Solutions, Inc.** Atlanta, GA/Palo Alto, CA/NYC..... **2015 - 2018**

*Consultant/Special Projects Manager*

- Lead US and Canadian sales teams while contracted to major EV OEM, generated over \$2M/yr in revenue across 1000+ ports
- Developed marketing, sales, and operations documentation and customized assets, resulting in a streamlined workflow
- Recruited and onboarded new team in Sales and Ops, increasing productivity and substantial revenue growth within two quarters
- Managed Residential, Commercial and Industrial installations of EVSE as acting Project Manager and B2B/B2C Consultant
- Fulfilled multiple internal roles as head of residential sales and installation team, as well as team lead on identifying and executing potential partnerships with large industry players
- Lead team defining new regions for growth, expanding to Northeast Region and Bay Area

**Move Loot, Inc.** Atlanta, GA..... **2015**

*Business Development and Fulfillment Manager*

- Executed a ground up rebuild of the sales team workflow, implementing CRM, email outreach programs, and marketing collateral leading to a marked increase in quotas and subsequent sales growth, totaling over \$1M in inventory
- Built and managed a successful warehouse team responsible for delivering and picking up furniture for the more than 13,000 registered users in the Atlanta area, consisting of over 1,700 interactions

**Salesfusion, Inc.** Atlanta, GA..... **2013 – 2015**

*Implementation Consultant*

- Managed onboarding of enterprise level customers, implementing Marketing Automation Solutions to drive lead generation
- Designed and implemented a Partner Certification Program, Channel Partner Training Program, and Best Practice Planning
- Developed 20+ customized training plans, trained 80+ customers, and provided 1000+ hours of personalized training

## EDUCATION AND SKILLS

**The University of Georgia, Athens, GA | Bachelor of Business Administration** ..... **May 2013**

**EVSE Skills** | NEC, ADA, OSHA, AHJ Permitting, Electrical Infrastructure and Construction, General Estimating, Load Calculations, Salesforce, Procore, Microsoft 365, Google Office Suite, SmartSheet

## **Michael Gallagher—*Head of Maintenance & Procurement, WnD***

Michael Gallagher is a Procurement Professional with two decades of experience in Transportation and Logistics. Michael currently works for A.P. Moller – Maersk as their Head of Maintenance and Procurement within their Warehousing & Distribution (WnD) Organization. Michael joined Performance Team Logistics in May 2019 and became part of the A.P. Moller – Maersk Team when they acquired Performance Team in April 2020. Prior to joining Performance Team Michael worked for Ryder Systems, Inc. for 19 years where he held several executive level positions within their Fleet Management Systems (FMS) Division.

Michael holds a Bachelor's Degree in Management from Duquesne University, a Master of Business Administration as well as a Certificate in Supply Chain Management from Northeastern University, and recently graduated from the Maersk International Procurement Academy (MIPP) in October 2021. Michael also holds a Six Sigma Black Belt Certification from Aveta Business Institute. When not working Michael enjoys playing hockey, working out, or spending time at home with his wife and two dogs.

**Jared L. Ruiz**

Phone: 336-690-7949 Email: jared.ruiz@volvo.com

**Arizona State University: Master of Business Administration - 2010**

**Westminster College: Bachelor Degree in Business Management – 2006**

**Executive Summary:** Top ranked bilingual sales professional hungry to hunt for new business every single day. An intelligent and strategic negotiator with an insatiable drive to win every deal.

*Volvo Trucks North America:*

**Electromobility Sales Manager/Fleet Sales Manager – West Region – Sep 2020 to present**

- More than 100 commercial Class 8 electric trucks ordered for 2022 with more to follow.
- Medium & Heavy-Duty EV subject matter expert for Western US.
- Develops relationships with key BEV charging station vendors and infrastructure consultants to expand the value of total offer.
- Collaborated on EV project formulation, development, and execution for various multi-million-dollar projects.
- Won largest EV deal for the Volvo Group Globally for 2022 builds.
- Won first commercial EV class 8 deal in the industry in the central valley market.
- Led the largest number of HVIP submissions in the class 8 segment.
- Established Harbor Transportation Association Sponsorship for Volvo Trucks North America.
- Presents performance analytics to customers to improve fleet management.
- Creates and implements region sales strategy for EV adoption in the Western US.
- Represents the Volvo Trucks brand at key EV industry events.
- Actively provides education to all EV industry stake holders.
- Collaborates with policy makers, charging vendors, utility providers, engineers, product strategy teams, dealers, technology innovation teams, and industry consultants.
- Notable Conquest Fleet Wins: A+ market (LH-Largest conquest order won west region), A+ market/Vocational segment (RH-10 year contract- longest contract won west region), A+ market (RH- 100% Paccar conquest fleet), A market (LH-largest majority Freightliner conquest won in an under penetrated market)

*Volvo Trucks North America:*

**District Sales Manager – West Region - June 2019 to Sep 2020**

- Won 2 largest target accounts in top tier conquest business in A+ markets
- Reduced inventory for 2 of top ten at risk dealers by 66% in 7 months.
- Coached 7 dealer salespeople and 1 sales manager to qualify for MSL 2019.
- Nomination for DSM of the year USA.
- Nomination for DSM of the year North America.
- Nomination for rookie of the year North America.
- Improved west region forecasting accuracy by training all DSMs in the region.
- Improved SPM report compliance from 25% reporting to 100% reporting for 2019.
- Improved a toxic dealer relationship into a collaborative working relationship.

- Enhanced communication, responsiveness, and teamwork on all levels of value the chain.
- Provided consistent positive attitude and effort to the west region commercial crew.

*Mixpanel:*

**Commercial Account Executive- Oct 2018 to June 2019**

- Achieved 114% of annual quota attainment.
- Highest closing efficiency commercial west division.
- Quickly established as product expert.
- Trained commercial west team on best practices.
- Lead number of AE demos performed.
- Lead weekly team sales meetings.
- Directed team reporting and projections.

*Kenworth Sales Company:*

**Lease Sales Manager- Apr 2014 to Sep 2018**

- Designed print and online marketing communications to increase area exposure.
- Created 52 week prospecting and customer sales routes.
- Lead KWS in highest revenue growth to help achieve 2017 PacLease dealer of the year.
- Top tier salesman for most new trucks leased in North America 2017.
- Developed the most profitable PacLease location in KWS dealer group.
- Improved monthly lease income by 194%
- Improved monthly lease income-mmla by 1128%
- Improved monthly lease income-variable by 665%

*Penske Truck Leasing LP:*

**Rental Sales Representative- Nov 2012 to Apr 2014**

- Implemented new inspection processes that saved 1hr per day for counter associates.
- Re-designed the sales route format for the Las Vegas district.
- Doubled monthly new account revenue growth
- Achieved 20% revenue growth YOY with direct operating profit increase of over 12%.
- Achieved 129% of BP for district commercial revenue.
- 100% callback rate and lead follow up for extra \$7k-10K monthly.
- Organized and executed monthly sales blitzes for 8-12 associates to promote the brand.
- Led 8-12 management trainees to improve service and negotiation skills for new accounts.
- Trained associates to better convert leads to first time business.

## **MICHAEL A. IPPOLITI**

Volvo Technology of America  
575 Anton Blvd., Suite 860, Costa Mesa CA 92626  
336-501-3834 mobile ~ michael.ippoliti@volvo.com

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### **EDUCATION & BACKGROUND**

**Carnegie Mellon University GSIA (Tepper School of Business), Pittsburgh, PA**

- M.B.A., Marketing and Product Development.

**Human Factors Engineer** – HFE and UI/UX for air traffic control and military systems.

**Tufts University, Medford, MA**

- B.S. Mechanical Engineering, Human Factors Engineering minor. Masters Level HFE courses.

### **WORK EXPERIENCE**

**Public Projects Manager, Volvo Technology of America**

Volvo Group Chief Technology Office (PPSO), Costa Mesa, CA Feb. 2020 – Present

- Bringing industry expertise to the Volvo Group North America team in the electrification of MD/HD vehicle, charging infrastructure and market strategy, developing trust remotely from CA.
- Pursuing partnerships and trials with leading charging infrastructure providers. Arranging educational presentations by vendors and industry experts.
- Contributing to the sales of more than 90 VNR electric trucks via grants and project management. Ongoing pursuit of additional grant programs and customer solutions for Mack, VCE, Penta, Bus.
- Refining the Public Project process in North America, collaborating with Sweden teams and NA Public Affairs. Advocacy for Volvo programs and grant funding opportunities.

**Electric/Automated/Connected Vehicle Project Manager**

HDR, Inc. Long Beach, CA Jan. 2018 – Jan 2020

- Program manager and contributing author for multi-state goods movement corridor electrification planning project (WCCTCI <https://westcoastcleantransit.com/>) working with multiple utility clients. Evaluating I-5 for truck charging facilities by forecasting e-truck adoption and charging demands aligned with truck stops and highway design. Managed electric utility participation and input.
- Project manager and technology advisor for multiple transit electrification projects in California and Washington. Managed design and deployment of high power EVSE at bus depots, assisted in route definition and electrification planning.
- Responsible for building National and Southern CA programs for Electric, Automated & Connected Vehicles. Creating and co-leading a new business line in Electrified Mobility at HDR using matrix of facility design, power distribution, economic modeling, and transportation planning teams.
- Authoring technology analyses for airport electrification; new mobility technology roadmaps.

**Clean Transportation Solutions Group Director**

CALSTART, Pasadena, CA Jan. 2009 – Jan 2018

- Managing more than 14 programs with multi-million-dollar budgets in transportation electrification, zero- and near-zero emission vehicles, and connected & autonomous vehicles.
- Leading a \$32 Million CEC-funded program with 10 separate teams demonstrating MD/HD hybrid, battery-electric, and fuel cell technologies, deploying more than 20 prototype vehicles in test fleets.
- Coordinating grant and project management for Volvo plug-in hybrid drayage truck development-demonstration program with Air District, Energy Commission, dray operators, SoCal Edison.
- Won more than \$35 Million in grant awards by orchestrating successful grant proposal teams. Conducted multiple presentations with technical content to clients and at public forums.

## Jonathan A. Miller

5733 West Royal Palm Road

Glendale, AZ 85302

[Jonathan.Miller.2@Volvo.com](mailto:Jonathan.Miller.2@Volvo.com)

623-523-1019

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### **Battery Electric Vehicle Service Manager**

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Extensively experienced and goal-oriented leader with a demonstrated track record of providing outstanding support to BEV customers and dealers across Volvo Trucks NA; within an atmosphere of continuous growth for the whole Organization and customer. Background includes *BEV Service Manager, National Fleet Service Manager, Regional Service Director, Regional Service Manager, Service Manager, Fleet Maintenance Superintendent, Truck Repair Supervisor, Fleet Mechanic, Field Service Diesel Technician*. Proven expertise in driving efficiency and productivity to improve customer uptime and profitability through creative evaluation of factual data to implement process improvements.

- P&L management
- Expense Control
- Technology Integration
- Fleet Maintenance
- Cost Reductions
- Regulatory Compliance
- 5S and LEAN
- Staff Development
- Safety

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Volvo Trucks NA, Phoenix, Arizona

April 2021 - Present

#### **Battery Electric Vehicle Service Manager**

OE service representative for all Mack and Volvo BEV product throughout North America. Primary point of contact for all field activities and service-related functions including: customer interface, warranty, uptime, dealer and overall BEV product support. Act as conduit via Argus and direct feedback to ensure timely and accurate documentation and reporting of emerging issues from field to appropriate parties in Engineering, Quality, Sales, etc.

- Transitioned support activities from direct project involvement to align with AM support strategy.
- Documented a standard approach for all expositions and public events for other OE's to follow.
- Created various other documents not limited to: ESS shipping and handling, ESS ordering, GYR safety guidelines.
- Navigator Course completions including product, sales, leadership, etc.

Volvo Trucks NA, Phoenix, Arizona

August 2019 – April 2021

#### **Nation Fleet Service Manager**

OE service representative for National Account Highway customers including: Knight Transportation, Swift Transportation, Abilene Motor Express and Daseke Group Companies. Serving all OE service functions and product support including: UPTIME management including technical support and parts, trend investigation and proactive implementation to ensure our product remains favorable with minimal financial exposure, administer goodwill support for out of warranty product issues including defined parameters for ease and customer time savings.

- Reduction in Knight average downtime per company truck by 20%. (dealer events)
- High percentage of completion OTA software and recalls for supported customers.

*Continued...*

VANGUARD TRUCK CENTERS Phoenix, Arizona  
**Regional Director, Service – Arizona**  
Regional Manager, Service – Arizona  
Phoenix Service Manager

April 2015 – August 2019

Financially responsible for performance of all service operations within region consisting of three locations and 50-60 employees. Directs the tactical duties of location Service Managers to execute on the organization's strategic long-term goals. Collaborates with Mack/Volvo factory representation to address and resolve unique concerns of high profile and specialty customers to increase retention and grow truck sales volume. 2018 Mack Regional Dealer of the Year.

- Established a Field Service Department generating labor sales of \$130K in first six months.
- Responsible for CUC implementation and certification in Phoenix and Flagstaff locations.
- Drove reduction in expenses resulting in a net profit increase of 20% compared to 2014.
- Served ATA Safety and Maintenance council as Co-Chair from 2016-2018 and SuperTech Chair.

SAFEWAY, INC Tempe, Arizona  
**Fleet Maintenance Superintendent**

June 2013 – April 2015

Director of the Phoenix Fleet Maintenance Operation and responsible for the annual P & L of over seven million dollars. Responsible for all financial reporting, budgeting and overall performance. Managed purchasing and inventory of all diesel fuel, oil, tires, repair parts and supplies. Submitted all documentation and filing of IRP, IFTA, 2290 and DOT certifications for all over the road equipment and support vehicles. Served as Safety Coordinator for the Phoenix Distribution Center.

- Improved current 5S and LEAN tool utilization to reduce expenses and was recognized with Top Honors on 2013 LEAN audit of all Safeway Divisions.
- Teamed with Transportation Manager to drive a fleet reduction of eight total power units resulting in a savings of \$250,000 annually with no reduction to on-time delivery.
- Executed initiative to reduce fueling labor, removing \$28K annually from the Phoenix fueling operation by using basic technology to reduce non-value add waste by 95%.
- Increased warranty recovery dollars 60% year over year.

SAFEWAY, INC Tempe, Arizona  
**Truck Repair Supervisor**

August 2012 – June 2013

Schedule Equipment repairs in coordination with needs of Trucking Department while providing a safe work environment for all employees. Directed and trained workforce, assigned daily tasks, and provided performance management for all union and non-union employees. Strong, proven ability to make decisions resulting in improved processes and reduced department expenses.

- Participated in Corporate Kaizen Events for safety and improved shop efficiencies as well as participate in monthly safety meetings with the Transportation Department to achieve a 0% IFR.
- Responsible for an increase in daily equipment availability from less than 80% to 95% through implementation of labor standards and technician training for all union technicians and servicemen.
- Maintained underground fuel and oil storage tanks including certification documentation for Arizona Department of Environmental Quality, AZ Weights and Measures and EPA.
- Thorough knowledge of ELD; hardware installation and online diagnostics and detail reporting.

*Continued...*

SAFEWAY, INC Tempe, Arizona  
**Fleet Mechanic**

December 2010 – August 2012

Diagnosed and repaired equipment in a fleet of Class 8 tractors and trailers while successfully maintaining a safe workspace; providing accurate and timely service in accordance with each unit's schedule in an effort to maximize up-time. Performed preventative maintenance to ensure equipment operated correctly and safely to meet or exceed DOT requirements.

- Work in a team-oriented atmosphere with varying tasks and achieved personal targets.
- Received 5S training and have proven the ability to demonstrate all essential functions of the tool.
- Responsible for tracking of all refrigerant used in all Company tractors and reefer units.

#### **EDUCATION**

Associates in Automotive and Diesel Technologies, Director's List, 3.95 GPA  
DDI Driving Results Through High-Quality Leadership course  
ATD Service Operations Academy  
Osseo Senior High Graduate Class of 2004 Osseo, MN

*Continued...*

### **Tracey Craik – E-Mobility Sales Lead / Regional Sales Director – Southern California**

- Tracey Craik is a proven Sales Leader in the transportation industry who specializes in partnerships with companies that are looking for clean technology solutions to meet regulations while also improving their operations and profits. She has spent over 35 years in the Southern California transportation segment gaining experiences in areas such as OEM partnerships, customer relations management, data analytics, dealer management and new business acquisition. Tracey led the strategic deployment of over 200 new power units in 2009/2010 under the San Pedro Bay Clean Air Action Plan. She continues to support the implementation of clean technologies to reduce pollution from on-road vehicles. Tracey is a graduate of the National Automobile Dealers Association/ATD Dealer Academy.

### **Wayne Hammond – Vice President of Strategic Initiatives**

- Wayne Hammond is the Vice President of Strategic Initiatives for Tec Equipment. He has a successful track record of P&L results in retail, manufacturing, and web-based services, managing business units up to \$80 million and 400 employees. He has Multi-site and international management experience in startup to Fortune 100 business environments; equally versed in sales, operations, finance and new technologies. Wayne leads the project planning, timing, and budgeting and develops cost effective solutions for EV infrastructure to include hardware, software, battery storage, and solar for TEC's 28 dealership facilities. He leads strategic relationship explorations with suppliers and environmental agencies, and undertakes pilot projects to establish capabilities and validate opportunities.

### **Kelcee Payne – Business Development Manager – Southern California**

- With over a decade of experience in the trucking industry, Kelcee Payne brings creative problem solving to the team. Kelcee Payne is the Business Development Manager at TEC of California, Inc. Kelcee holds a Bachelor's degree in Business Administration and has since honed her skills in project management by assisting and administering various grant/voucher programs. Most notably, Kelcee has been TEC of California's "approved dealer" for HVIP since 2018. Through her coordination, TEC has and will continue to deliver low/zero emission vehicles through this program. Kelcee has worked alongside agencies such as Tetra Tech, CALSTART, SCAQMD, and more and understands the importance of communication, timeliness, and accuracy to effectively complete a complex project.

### **Greg Ham – Director of Service & E.V. Operations – Southern California**

- Greg Ham is the Director of Service & E.V. Operations for TEC of California. He is responsible for the successful training and deployment of over 17 Volvo VNRE electric Trucks under the Volvo LIGHTS Project. He has spent over 30 years in the commercial transportation industry. Greg is actively involved in a committee with Volvo's Groups technology engineering team giving them feedback on Volvo EV uptime results and technical performance. Greg has daily interaction with Volvo Group and Volvo Truck engineers in both USA & Sweden.

## **7.2 APPENDIX B: FORMS and CONFIRMATIONS**

## **EXHIBIT B**

### **(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM**

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%.** The North American Industry Classification System (NAICS) Code for the scope of services is **336120**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is 1500 employees.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the LABAVN by the time proposals are due.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached **Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

### Performance Team Logistics LLC

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Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Enterprise:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature:   
Printed Name: Mike Gallagher

Title: Head of Maintenance & Procurement  
Date Signed: 1/14/22

### Consultant Description Form

**PRIME CONSULTANT:**

Contract Title: Zero Emissions Drayage Truck Pilot Program

Business Name: Performance Team Logistics LLC LABAVN ID#: 201623

Award Total: \$ 3,000,000

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: 48-49

Address: 2240 E. Maple Avenue

City/State/Zip: El Segundo, CA 90245

County: Los Angeles

Telephone: ( ) 866-775-5120 FAX: ( ) \_\_\_\_\_

Contact Person/Title: Mike Gallagher: Head of Maintnenace & Procurement

Email Address: michael.gallagher@performanceteam.net

**SUBCONSULTANT:**

Business Name: Volvo Trucks North America LABAVN ID#: 201475

Award Total: (% or \$): 0

Services to be provided: Zero Emission Truck Manufacturing

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO X (Check only one)

Primary NAICS Code: 3362

Address: 7900 National Service Road

City/State/Zip: Greensboro, NC 27402

County: Guilford

Telephone: ( ) 336-393-2000 FAX: ( ) \_\_\_\_\_

Contact Person/Title: Roy Krell

Email Address: roy.krell@volvo.com

**SUBCONSULTANT:**

Business Name: TEC of California, Inc. LABAVN ID#: 25955

Award Total: (% or \$): 0

Services to be provided: Zero Emission Truck Sales and Maintenance

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO X (Check only one)

Primary NAICS Code: 336120

Address: 15000 Firestone Blvd.

City/State/Zip: La Mirada, CA 90638

County: Los Angeles

Telephone: ( ) 714-521-9806 FAX: ( ) 714-521-1961

Contact Person/Title: Kelcee Payne: Business Development

Email address: kpayne@tecequipment.com

### Consultant Description Form

**SUBCONSULTANT:**

Business Name: Prologis LABAVN ID#: 201641

Award Total: (% or \$): 0

Services to be provided: EV Charging as a Service

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO X (Check only one)

Primary NAICS Code: 53

Address: Pier 1, Bay 1

City/State/Zip: San Francisco, CA 94111

County: San Mateo

Telephone: ( ) 415-394-9000 FAX: ( ) \_\_\_\_\_

Contact Person/Title: Andy Manos: Manager, Infrastructure Solutions

Email Address: amanos@prologis.com

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

## Annual Business Taxes

### Renewal Confirmation

This is a confirmation receipt for your submitted renewal. Please print and keep this receipt for your records.

**Transaction Information:**

Your Renewal was submitted and received on 01/14/2021.

The confirmation number for this transaction is **F0000655657000192021**

Your on-line payment for \$117,464.65 was submitted and received.

Based on the information that you have submitted thus far, the following are your identified taxable business activities.

*Note: The issuance of a Tax Registration Certificate and the payment of the business tax do not authorize the conduct or continuance of any illegal business or of a legal business in an illegal manner within the City of Los Angeles. The City has enacted regulatory ordinances in areas such as zoning, building safety, police, fire, hazardous material disclosure, sanitation, health, etc., which must be complied with in order to lawfully conduct a business within the City. Failure to comply with these regulatory ordinances may result in legal action being taken against the taxpayer.*

**Legal Name:** PERFORMANCE TEAM LLC

**Account Number:** 000065565700019

**Business Location:** 301 WESTMONT DRIVE  
SAN PEDRO, CA 90731-1000

**Taxable Activities:**

**Business Activity:**

Prop/ Coll/ Sport/ Vend/ Freight(L046)

**Basis for Tax**

46062844

## EXHIBIT G

FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original \_\_\_\_\_, Date of Last Amendment \_\_\_\_\_.

Reference Number (Bid, Contract, or BAVN) <b>BAVN# 201623</b>	Awarding Authority (Department awarding the contract) <b>The Port of Los Angeles</b>
Bidder Name <b>Performance Team Logistics LLC</b>	
Address <b>2240 E. Maple Avenue, El Segundo, CA 90245</b>	
Email Address <b>michael.gallagher@perfromanceteam.net</b>	Phone Number <b>866-775-5120</b>

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

**Mike Gallagher**

Name

**Head of Maintenance & Procurement**

Title



Signature

**1/14/22**

Date

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**FORM  
55**

# Prohibited Contributors (Bidders)

Los Angeles City  
**ETHICS COMMISSION**

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): 201623      Date Bid Submitted: 1/17/22

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
Zero Emission Drayage Truck Pilot Program

Awarding Authority (Department awarding the contract): The Port of Los Angeles

Bidder Name: Performance Team Logistics LLC

Bidder Address: 2240 E. Maple Avenue, El Segundo, CA 90245

Bidder Email Address: michael.gallagher@performanceteam.net      Bidder Phone Number: 857-526-6276

### Schedule Summary


Please complete all three of the following:

<p><b>1. SCHEDULE A – Bidder's Principals (check one)</b> The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>2. SCHEDULE B – Subcontractors and Their Principals (check one)</b> The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
<p><b>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):</b> <u>2</u></p>	

### Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

<p><u>Mike Gallagher</u></p> <p>Name</p> <p><u>Head of Maintenance &amp; Procurement</u></p> <p>Title</p>	<p></p> <p>Signature</p> <p><u>1/14/22</u></p> <p>Date</p>
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FORM  
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# Prohibited Contributors (Bidders)

Los Angeles City  
ETHICS COMMISSION

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Narin Phol</u>	Title: <u>President &amp; CEO</u>
Address: <u>180 Park Avenue, Florham Park, NJ 07932</u>	

Name: <u>Gerhard Bosua</u>	Title: <u>Treasurer &amp; CFO</u>
Address: <u>180 Park Avenue, Florham Park, NJ 07932</u>	

Name: <u>Peter Jabbour</u>	Title: <u>VP &amp; General Counsel</u>
Address: <u>180 Park Avenue, Florham Park, NJ 07932</u>	

Name: <u>Dennis O'Brien</u>	Title: <u>Corporate Secretary</u>
Address: <u>9300 Arrowpoint Blvd., Charlotte, NC 28273</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.



**PERFORMANCE TEAM**

January 18, 2022

Tricia J. Carey  
Director, Contracts and Purchasing Division  
Harbor Department  
BY EMAIL to: [Tcarey@portla.org](mailto:Tcarey@portla.org)

**Reference:** Port of Los Angeles Environmental Management Division  
Zero Emissions Drayage Truck Pilot Program  
Request for Proposals dated 23 November 2021

**Subject:** Confirmation of acceptance of RFP terms and conditions

Dear Ms. Carey,

Performance Team Logistics LLC ("Performance Team") hereby confirms its acceptance of all terms of the captioned Request for Proposals exactly as set forth, to specifically include:

- the "Standard Contract Provisions" within section 4; and
- the terms of Amendment #1 dated 10 December 2021, including the requirement therein that Performance Team have a signed Labor Peace Agreement with a labor organization representing Performance Team's employees.

Should you have any questions regarding the foregoing, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Gallagher', with a long, sweeping underline.

Michael Gallagher  
Director of Maintenance & Procurement  
(562) 345-2218 | [michael.gallagher@performanceteam.net](mailto:michael.gallagher@performanceteam.net)

### **7.3 APPENDIX C: PRIOR DEMONSTRATION REPORTS**

ZE truck projects are still underway with no public reporting at this time.

#### **7.4 APPENDIX D: UTILITY STATEMENTS/APPLICATIONS FOR CHARGING LOCATIONS**

Cover page attached here for Prologis Commerce 2420 Yates Avenue site – SCE CRT Application # CRT-2021-0084. Permitting and utility commitment for available power are part of the CRT application process.

## Deployment Sites

### How do I add a Site?

You can apply to have charging stations installed at more than one site. Simply [click here](#) and complete Application for each additional site.

#### Site Description:

Address: 2420 YATES AVE

Primary Utilization: Fleet

Application ID: CRT-2021-0084

Status: Application Received

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[Contact Us \(mailto:ChargeReadyTransport@sce.com\)](mailto:ChargeReadyTransport@sce.com) [Privacy Policy \(https://www.sce.com/privacy\)](https://www.sce.com/privacy)

## EXHIBIT B

### SCOPE OF WORK

This Agreement is part of the Zero Emission (ZE) Truck Pilot Program, which is intended to sponsor pilot demonstrations of ZE drayage trucks in critical local drayage operations at the Port of Los Angeles. As described in Performance Team Logistics', LLC's (Grantee) Proposal (Exhibit A), Grantee shall purchase, deploy, and demonstrate in drayage service twelve (12) of Zero Emission drayage trucks. Grantee will be responsible for ensuring that the project team, consisting of the Licensed Motor Carrier(s) and Original Equipment Manufacturer(s) described in Grantee's Proposal, meets the following requirements throughout the duration of the Agreement.

#### 1. Project Partner Obligations

- Participating LMC(s)
  - must be a Port of Los Angeles Concessionaire in good standing and registered in the Ports Drayage Truck Registry (PDTR). Project trucks shall, in addition to being registered in the PDTR: have a valid, activated, and properly registered radio-frequency identification tag in advance of deployment.
  - shall purchase, own and insure the ZE trucks described in the Proposal (with Harbor Department as additional insured) as part of their fleet. The Harbor Department shall be listed as Lienholder while Agreement obligations remain outstanding.
  - install/secure access to charging and/or fueling Infrastructure required to support this ZE truck deployment as described in the Proposal.
  - shall, in the timeframe set forth below, sign a Labor Peace Agreement (LPA) with a labor organization. See Section 4 below for details.
  - shall commit to operating the ZE drayage trucks for the duration of the agreement term.
- Participating OEM(s)
  - shall work with the chosen technology or fueling provider and lead LMC in order to ensure the charging/fueling infrastructure, as detailed in the high-level infrastructure plan, is compatible with the ZE trucks.
  - shall provide a bumper-to-bumper warranty on the trucks during the performance period. Warranty details shall be included in the initial deployment report submitted to City, described in the Estimated Schedule section below.

## **2. Demonstration Guidelines**

Grantee will be required to operate and report on the deployed trucks in accordance with the following parameters:

- Truck purchase orders shall be placed no later than five business days after agreement execution.
- 100% of participating truck hours of operation must be spent servicing port drayage.
- A deployment report shall be submitted upon the commencement of demonstration of all trucks described in the Proposal.
- Monthly reporting for the first year of the demonstration period shall be required of the project leader.
- A demonstration summary report will be required at the end of the full demonstration period.
- A final report will be required at the end of the 3-year commitment. Reporting guidelines are described in Section 2.2.4 below.
- Project trucks will be expected to average at a minimum of fifty (50) revenue service drayage trips to the ports per year of demonstration, for a total of one hundred fifty (150) trips over the Term. At least half of these trips (25) must take place in the Port of Los Angeles, seventy-five (75) over the Term.

## **3. REPORTING GUIDELINES**

Grantee will be responsible for submission of all required reporting to City according to the guidelines described here and Estimated Schedule below.

### **A. DEPLOYMENT REPORT**

A deployment report shall be submitted upon the commencement of demonstration of all trucks described in Exhibit A. This report will include proof of receipt of all trucks described in the Exhibit A, planned shift utilization and anticipated routes for each truck, and description of the final charging/fueling plan.

### **B. INTERIM REPORTS**

Following the deployment report, Grantee shall submit interim reports to City on a monthly basis for the first year of demonstration. Each report submitted to City shall include the following data on the demonstration of the deployed trucks for the preceding month of operation:

Metric	Unit	Method
Port Calls	#	Driver manifests, including origin/destination data
Vehicle Miles Traveled	miles	Mileage logs
Driver/Fleet Experience Surveys	--	Field forms
Electricity Charged	kWh	Charging Summary Report
Hydrogen Fueled	kg	LMC records
Infrastructure Up-Time	hrs	Infrastructure maintenance report
Vehicle Hours of Operation	hrs	Onboard data logger
Vehicle Downtime	days	Maintenance report
Vehicle Maintenance Inspections/Findings	--	Vehicle maintenance report

**Notes:**

kWh = Kilowatt hour

kg = kilograms

hrs = hours

Reports will be required to be submitted monthly for the first twelve (12) months of operation and quarterly through the remainder of the contract. Each annual report for the Grant Vehicle is due within thirty (30) days following each Effective Date.

**C. FINAL REPORT**

A final report covering the entire project shall be submitted at the end of the project including all above information and a qualitative summary of the performance of the trucks and overall LMC experience.

**4. LABOR PEACE AGREEMENT**

As a condition precedent to any award (which award is subject to applicable law, including but not limited to CEQA), the selected participating LMC(s) shall, in the timeframe set forth below shall sign a Labor Peace Agreement (LPA) with a labor organization as defined by 29 USC Section 152(5) that represents the employees of the proposer, or, if no labor organization represents the LMC's employees, any labor organization that seeks to represent employees at the premises to be covered by the contract. A selected LMC with employees represented by a labor organization shall have 30 days to sign an LPA from the time the Harbor Department staff informs the proposal team that it has been selected. If the selected LMC's employees are not represented by a labor organization and before the Harbor Board's approval of the contract(s), a labor organization informs the selected LMC of its intent to represent the workers, then the Harbor Board's consideration of the contract shall be delayed until the selected LMC signs an LPA, which the selected LMC must sign within 30 days from the time the labor organization informs the selected LMC of its intent to represent the workers. If the selected LMC fails to sign an LPA within the allotted 30 days, its proposal shall be deemed non-responsive to the RFP.

If after the Harbor Board approves this contract a labor organization informs the selected LMC(s) of its interest in representing the LMC's workers, the LMC shall sign an LPA with that labor organization within 30 days of the time the labor organization first informed the selected LMC(s) of its interest in representing the LMC's workers. Failure to sign an LPA within the allotted time shall constitute a material breach of the contract.

The LPA shall prohibit the labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with entities conducting business on the premises for the duration of the contract.

This provision does not: 1. require the selected LMC(s) to recognize a particular labor organization; 2. require the selected LMC(s) to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment; 3. enact or express any generally applicable policy regarding labor/management relations or regulate those relations in any way; or 4. provide a preference for any outcome in the determination of worker preference regarding representation.

## **5. FUNDING DETAILS**

These funds are intended to directly support the purchase of the trucks described in Schedule 2 at a rate of up to \$300,000 per funded truck up to a maximum of ten funded trucks for a total funding opportunity of \$3,000,000. Funds will be disbursed as two payments directly tied to the ten funded trucks:

- \$2,500,000 upon approval of the Deployment Report.
- \$500,000 upon approval of the Final Report.

All trucks to be deployed under this project are identified in Exhibit A to this agreement.

**ESTIMATED SCHEDULE**

<b>Payment</b>	<b>Description</b>	<b>Estimated Schedule</b>
Payment #1 <b>\$2,500,000</b>	Receipt and Approval of Deployment Report <b>Deliverables: Deployment Report</b>	1 Quarter 2023
Payment #2 <b>\$500,000</b>	Approval of Final Report <b>Deliverables: Final Report</b>	4 Quarter 2025