

CONTRACT

34720

THIS CONTRACT ("Contract") is made and entered, in duplicate, as of July 19, 2017, for reference purposes only, pursuant to Resolution No. RES-17-0068, adopted by the City Council of the City of Long Beach at its meeting on July 18, 2017, by and between XL HYBRIDS, INC., a Delaware corporation ("Contractor"), with a place of business at 145 Newton Street, Boston, MA 02135, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City has a total of eleven (11) Ford Transit vans and eight (8) Ford F-150 trucks ("UNITS") used by the Public Works and other City departments that are part of a pilot program for the City to support operational use testing for suitability and actual fuel savings; and

WHEREAS, these 19 UNITS need to be converted to gasoline hybrid and plug-in hybrid electric units; and

WHEREAS, XL HYBRIDS, INC. is the only vendor certified by the Ford Motor Company to perform these vehicle conversions; and

WHEREAS, City did by Resolution No. RES-17-0068 determine that the City's need to convert these UNITS could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall perform these vehicle conversions, as authorized by Resolution No. RES-17-0068 and described in Exhibit "A" attached to this Contract and incorporated by this reference.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for the vehicle

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 conversions at the prices shown in Exhibit "A," an annual sum not to exceed Three
2 Hundred Four Thousand Eight Hundred Sixty Dollars (\$304,860).

3 3. The term of this Contract shall be deemed to have commenced on
4 July 18, 2017, and shall terminate at midnight on July 17, 2018, unless sooner terminated
5 as provided in this Contract.

6 4. The City may terminate this Contract by giving thirty (30) days prior
7 notice of termination to Contractor.

8 5. Neither this Contract nor any of the moneys that may become due
9 Contractor hereunder may be assigned without the prior written consent of City.

10 6. Any notices required hereunder or desired to be given by either party
11 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
12 class postage prepaid, addressed to Contractor at the address stated herein, and to City
13 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
14 shall be deemed given on the date personal delivery is made or on the date of deposit in
15 the mail, whichever first occurs.

16 7. City shall have the benefit of any warranty from the manufacturer on
17 the vehicle conversions, and Contractor warrants that the vehicle conversion parts are in
18 good working order and free from defect at the time of delivery.

19 8. Contractor must maintain certification from the Ford Motor Company
20 as qualified vehicle modifier during the term of this agreement.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

XL HYBRIDS, INC., a Delaware corporation

August 16, 2017

By Clay Siebert
Name Clay Siebert
Title COO

August 16, 2017

By Thomas J. Hynes III
Name Thomas J. Hynes III
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept 5, 2017

By Tom Modica
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Tom Modica
Assistant City Manager

This Contract is approved as to form on August 28, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"



XL Hybrids, Inc.
145 Newton Street
Boston, MA 02135

Tel: 617.718.0329
Fax: 617.326.8614
www.xlhybrids.com

May 22, 2017

Rollie Harvey
Fleet Acquisitions Supervisor
Fleet Services Bureau
Department of Financial Management
2600 Temple Ave.
Long Beach CA 90806
562-570-5404
Rollie.Harvey@longbeach.gov

Dear Mr. Harvey,

Thank you for your interest in XL Hybrids and for providing us an opportunity to quote your upcoming vehicle order. XL Hybrids is committed to fleet sustainability and we design our products to be Simple, Smart and Sustainable.

The products you requested are a sole-sourced product and are not offered as a Ford, qualified QVM product by any other manufacturer. Ford QVM products allow the full factory warranty to remain in place and provides XL the opportunity to design our products hand-in-hand with Ford's engineering and quality control teams. XL Hybrids is not an original equipment manufacturer and we develop our products to complement existing OEM's (Ford, GM and others).

Please let me know if you need additional information or details on our products. Your quote for hybrid upfits is attached.

Sincerely,

David Breault
Sales Manager
XL Hybrids
978-496-5899
david@xlhybrids.com

XLhybrids™

Date 5/22/2017
 Quote # 2017-5LB
 Expiration Date 7/22/2017

XL Hybrids
 145 Newton St
 Boston, MA 02135
 Phone 978-496-5899
 Fax 617-328-8614
david@xlhybrids.com

TO Rollie Harvey
 Fleet Acquisitions Supervisor
 City of Long Beach
 2600 Temple Ave.
 Long Beach CA 90806
 562-570-5404
Rollie.Harvey@longbeach.gov

Salesperson	Upfit/Conversion	Installation
David Braault	Upfit	Ship-thru, Knapheide Manufacturing, KC

Qty	Part #	Description	Unit Price	Price Total
1	XL3-FDTX50F	XL3 Hybrid Electric Powertrain Conversion for Ford Transit 150/250/350, passenger/cargo van, 3.5/3.7L, all roof/wheelbases Includes XL Link™ wireless data collection unit for hybrid vans - Includes "Hybrid" (+ leaf) decals - Includes ship-thru Installation Labor	MSRP - \$10,990.00	-
11		Volume Discount	\$9,546.00	\$104,940.00
8	XLP-FDTX50F	XLP Plug-In Hybrid Electric Powertrain Upfit System for: MY2017 Ford Pickup, F-150, 2.7L EcoBoost w/ stop/start, SuperCrew/SuperCab, 5,506.5/8ft bed, 4x4/4x2 * Includes XL Link™ wireless data collection unit for hybrid pickups * Includes "Plug-In-Hybrid" (+ leaf) decals * Includes ship-thru Installation Labor	\$24,990.00	\$199,920.00
	Note*	Transit volume discount for direct-to-fleet order. XL responsible for ship-thru parts/labor, dealer assumes normal destination/delivery costs.		
Total				\$304,860.00

Terms & Conditions

This is a quotation on the goods named, subject to the conditions noted below:

1. Pricing: Price is quoted in U.S. dollars and includes all hybrid system hardware and software. Pricing does not include installation to be paid to installer. This price is guaranteed if XL Hybrids receives a signed Quote or Purchase Order before quote expiration date.
2. Payment Terms: XL Hybrids will invoice after installation is complete. Customer will pay Net 15 days from date of invoice. Amounts not paid according to agreed-upon terms shall bear interest at the maximum rate permitted by law.
3. F.O.B. (Shipping) and/or Ship-Thru: F.O.B. charges for moving vehicles to / from installation location are the responsibility of the customer and are not included in this quote.
4. XL Hybrids Warranty: See attached XL Hybrids warranty for details.
5. OEM Warranty: The Original Equipment Manufacturer's vehicle warranty stays intact. XL Hybrids' products follow all OEM body builder guidelines. Customers can obtain regular OEM warranty service without any procedural changes. OEM service centers can contact XL Hybrids directly (via our toll free service number on the B pillar label) for any support required, and XL Hybrids will resolve any questions directly.
6. Taxes: This quote does not include federal or provincial sales, value added or other taxes as applicable by law. Purchaser is responsible for paying all required taxes. Non-profit, government, and tax exempt customers must provide XLH a valid sales tax exemption certificate or number before issuing Purchase Order.

PROFESSTORY & CONFIDENTIAL