

AGREEMENT

36605

THIS AGREEMENT is made and entered, in duplicate, as of June 7, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0087 adopted by the City Council of the City of Long Beach at its meeting on June 6, 2023, by and between LOS ANGELES TRUCK CENTERS, LLC DBA VELOCITY TRUCK CENTER, a California limited liability company, ("Vendor"), with a place of business located at 2429 Peck Road, Whittier, CA 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase twenty (20) CNG Crane Carrier side loader refuse trucks with New Way rear loader refuse bodies ("Equipment"); and

WHEREAS, after a competitive procurement process, Sourcewell entered into an agreement for the purchase of Equipment via Contract No. 060920-CRN with Crane Carrier Company, LLC ("Sourcewell Contract"); and

WHEREAS, the Vendor is an authorized distributor of Crane Carrier Company, LLC; and

WHEREAS, Vendor has agreed to extend the terms and pricing rates established in the Sourcewell Contract to the City, as outlined in Exhibit "A-2", attached hereto and incorporated by this reference; and

WHEREAS, the resolution adopted on June 6, 2023 by the City Council authorizes the City to purchase Equipment by virtue of the Sourcewell Contract;

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

1. The Sourcewell Contract with Vendor, attached hereto as Exhibit "A-1", is incorporated by this reference as if fully set forth herein, and the same terms and conditions contained in the Sourcewell Contract shall be applicable here except as follows:

1 A. Wherever the Sourcewell Contract refers to Sourcewell it shall  
2 be deemed to refer to the City of Long Beach.

3 B. Equipment.

4 1. Vendor shall sell, furnish and deliver to the City twenty  
5 (20) CNG Crane Carrier side loader refuse trucks (referred to as  
6 "Equipment") of substantially the same type and kind purchased under the  
7 Sourcewell Contract, except as modified by Exhibit "B" attached hereto and  
8 incorporated by this reference, in an amount not to exceed Nine Million  
9 Three Hundred Twenty Two Thousand Ninety-One Dollars (\$9,322,091),  
10 inclusive of tax and fees. In consideration of City's payment hereunder,  
11 Vendor shall provide the Equipment.

12 2. City shall pay Vendor net 30 days after delivery and  
13 acceptance of the Equipment.

14 C. Term.

15 1. The term of this Agreement shall begin at 12:01 a.m.  
16 on June 7, 2023, and shall terminate by completion of purchase and  
17 delivery of the Equipment, after final payment is made by the City.

18 2. The City may terminate this Agreement immediately  
19 upon notice to Vendor in the event of any of the following events:

20 a. The City fails to receive funding or appropriation  
21 from the City Council at levels sufficient to pay for the goods to be  
22 purchased; or

23 b. Federal, state, or provincial laws or regulations  
24 prohibit the purchase or change the City's requirements; or

25 c. Vendor commits any material breach of this  
26 Agreement or the additional terms agreed to between the parties.

27 D. Warranty.

28 1. City shall have the benefit of the manufacturer's

1 warranties on the Equipment. Seller warrants that the Equipment is in good  
2 working order and free from defect at the time of delivery.

3 2. Vendor warrants that Vendor owns the Equipment and  
4 has the right to transfer title of the Equipment to City; Vendor shall defend,  
5 indemnify and hold City harmless from any breach of this warranty. City  
6 shall be entitled to all warranties provided by the manufacturer of the  
7 Equipment. All warranties shall accrue to the City of Long Beach.

8 E. Governing Law. This Agreement shall be governed by and  
9 construed pursuant to the laws of the State of California (except those provisions of  
10 California law pertaining to conflicts of laws). Any action involving this Agreement  
11 shall be brought in the Los Angeles County Superior Court, Long Beach Judicial  
12 District.

13 F. Insurance. As a condition precedent to the effectiveness of this  
14 Agreement, Vendor shall procure and maintain, at Vendor's expense for the duration  
15 of this Agreement, from insurance companies that are admitted to write insurance  
16 in California and have ratings of or equivalent to A:V by A.M. Best Company or from  
17 authorized non-admitted insurance companies subject to Section 1763 of the  
18 California Insurance Code and that have ratings of or equivalent to A:VIII by A.M.  
19 Best Company, the following insurance:

20 1. Commercial general liability insurance (equivalent in  
21 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
22 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
23 This coverage shall include but not be limited to broad form contractual  
24 liability, cross liability, independent contractors liability, and products and  
25 completed operations liability. City, its boards and commissions, and their  
26 officials, employees and agents shall be named as additional insureds by  
27 endorsement (on City's endorsement form or on an endorsement equivalent  
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,  
2 its boards and commissions, and their officials, employees and agents. This  
3 policy shall be endorsed to state that the insurer waives its right of  
4 subrogation against City, its boards and commissions, and their officials,  
5 employees and agents.

6 2. Workers' Compensation insurance as required by the  
7 California Labor Code and employer's liability insurance in an amount not  
8 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
9 waives its right of subrogation against City, its boards and commissions, and  
10 their officials, employees and agents.

11 3. Professional liability or errors and omissions insurance  
12 in an amount not less than \$1,000,000 per claim.

13 4. Commercial automobile liability insurance (equivalent in  
14 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
15 an amount not less than \$500,000 combined single limit per accident.

16 Any self-insurance program, self-insured retention, or deductible must  
17 be separately approved in writing by City's Risk Manager or designee and shall  
18 protect City, its officials, employees and agents in the same manner and to the same  
19 extent as they would have been protected had the policy or policies not contained  
20 retention or deductible provisions.

21 Each insurance policy shall be endorsed to state that coverage shall  
22 not be reduced, non-renewed or canceled except after thirty (30) days prior written  
23 notice to City, shall be primary and not contributing to any other insurance or self-  
24 insurance maintained by City, and shall be endorsed to state that coverage  
25 maintained by City shall be excess to and shall not contribute to insurance or self-  
26 insurance maintained by Vendor. Vendor shall notify City in writing within five (5)  
27 days after any insurance has been voided by the insurer or cancelled by the insured.

28 If this coverage is written on a "claims made" basis, it must provide for

1 an extended reporting period of not less than one hundred eighty (180) days,  
2 commencing on the date this Agreement expires or is terminated, unless Vendor  
3 guarantees that Vendor will provide to City evidence of uninterrupted, continuing  
4 coverage for a period of not less than three (3) years, commencing on the date this  
5 Agreement expires or is terminated.

6 Vendor shall require that all sub-contractors or contractors that Vendor  
7 uses in the performance of these services maintain insurance in compliance with  
8 this Section unless otherwise agreed in writing by City's Risk Manager or designee.

9 Prior to the start of performance, Vendor shall deliver to City  
10 certificates of insurance and the endorsements for approval as to sufficiency and  
11 form. In addition, Vendor shall, within thirty (30) days prior to expiration of the  
12 insurance, furnish to City certificates of insurance and endorsements evidencing  
13 renewal of the insurance. City reserves the right to require complete certified copies  
14 of all policies of Vendor and Vendor's sub-Vendors and contractors, at any time.  
15 Vendor shall make available to City's Risk Manager or designee all books, records  
16 and other information relating to this insurance, during normal business hours.

17 Any modification or waiver of these insurance requirements shall only  
18 be made with the approval of City's Risk Manager or designee. Not more frequently  
19 than once a year, City's Risk Manager or designee may require that Vendor,  
20 Vendor's sub-Vendors and contractors change the amount, scope or types of  
21 coverages required in this Section if, in his or her sole opinion, the amount, scope  
22 or types of coverages are not adequate.

23 The procuring or existence of insurance shall not be construed or  
24 deemed as a limitation on liability relating to Vendor's performance or as full  
25 performance of or compliance with the indemnification provisions of this Agreement.

26 2. Assignment. Neither this Agreement nor any money that becomes due  
27 to Vendor under this Agreement may be assigned by Vendor without the prior written  
28 consent of the City. Any attempted assignment or delegation shall be void, and any

1 assignee or delegate shall acquire no right or interest by reason of such attempted  
2 assignment or delegation. Furthermore, Vendor shall not subcontract any portion of the  
3 performance required hereunder without the prior written approval of City.

4 3. Notices. Any notice given under this Agreement shall be in writing and  
5 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
6 delivered or mailed to Vendor at the relevant address first stated above, and to the City at  
7 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
8 shall be deemed given three days after deposit in the mail.

9 4. Taxes. Vendor shall cooperate with the City in all matters relating to  
10 self-accrual of use tax. Vendor shall contact the City Treasurer for additional information  
11 regarding self-accrual.

12 5. Miscellaneous.

13 A. The terms appearing on the Sourcewell Contract are  
14 incorporated in this Agreement.

15 B. To the extent that the Sourcewell Contract and this  
16 Agreement are inconsistent, the following priority shall govern: (1) this  
17 Agreement and (2) the Sourcewell Contract.

18 C. This Agreement, including Exhibits, constitutes the entire  
19 understanding between the parties and supersedes all other agreements, oral or  
20 written, or preprinted terms and conditions of the Purchase Order to the extent  
21 they are inconsistent with this Agreement, with respect to the subject matter  
22 herein.

23 D. This Agreement, including Exhibits, shall not be amended,  
24 nor any provision or breach hereof waived except in a writing signed by the  
25 parties which expressly refers to this Agreement.

26 E. In connection with performance of this Agreement and  
27 federal laws, rules and regulations, Vendor shall not discriminate in employment  
28 or in the performance of this Agreement on the basis of race, religion, national

1 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,  
2 handicap or disability.

3 F. If there is any legal proceeding between the parties to  
4 enforce or interpret this Agreement or to protect or establish any rights or  
5 remedies hereunder, the prevailing party shall be entitled to its costs and  
6 expenses, including reasonable attorney's fees.

7 G. The acceptance of any Equipment or the payment of any  
8 money by City shall not operate as a waiver of any provision of this Agreement,  
9 or of any right to damages or indemnity stated herein. The waiver of any breach  
10 of this Agreement shall not constitute a waiver of any other or subsequent  
11 breach of this Agreement.

12 H. Termination of this Agreement shall not affect rights or  
13 liabilities of the parties which accrued prior to termination and shall not  
14 extinguish any warranties.

15 I. Vendor shall not use the name of City, its officials or  
16 employees in any advertising or solicitation for business nor as a reference  
17 without the prior written approval of City's City Manager.

18 J. This Agreement is intended by the parties to benefit  
19 themselves only and is not in any way intended or designed to or entered for the  
20 purpose of creating any benefit or right for any person or entity of any kind that is  
21 not a party to this Agreement.

22 K. In performing hereunder, Vendor is and shall act as an  
23 independent contractor and neither Vendor nor its employees, agents, suppliers  
24 or subcontractors shall act as or be deemed employees, representatives or  
25 agents of City.

26 L. Vendor shall comply with all applicable federal, state and  
27 local laws and regulations during performance hereunder.

28 M. The terms and conditions of this Agreement are severable.

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

1 If any term or condition is held invalid, void or unenforceable, the remaining  
2 terms and conditions shall be given effect.

3 N. The division of provisions hereof into sections and the  
4 captions on those sections is for convenience only and shall not be considered in  
5 construing this Agreement.

6 IN WITNESS WHEREOF, the parties have caused this document to be duly  
7 executed with all formalities required by law as of the date first stated above.

8 LOS ANGELES TRUCK CENTERS, LLC  
9 DBA VELOCITY TRUCK CENTER, a  
California limited liability company

10 June 7, 2023

By [Signature]  
Name James Barker  
Title President

12 June 7, 2023

By [Signature]  
Name Bryan Kobus  
Title CFO/Secretary

15 "Vendor"

16 CITY OF LONG BEACH, a municipal  
17 corporation

18 June 16, 2023

By [Signature]  
City Manager

20 "City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

21 This Agreement is approved as to form on June 15, 2023.

23 DAWN MCINTOSH, City Attorney

24 By [Signature]  
25 Deputy  
26  
27  
28



# EXHIBIT “A-1”



**Solicitation Number: RFP #060920**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crane Carrier Company, LLC, 1951 Reiser Avenue SE, New Philadelphia, OH 44663 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

**D. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**E. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**F. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused



by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. *Termination.*** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

**16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures



required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

060920-CRN

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 8/7/2020 | 12:11 PM CDT

Crane Carrier Company, LLC

By: DocuSigned by:  
Julian Brewer  
504D5F78F8DB40E...  
Julian Brewer  
Title: Strategic Accounts Manager  
Date: 8/7/2020 | 9:15 AM CDT

Approved: DocuSigned by:  
Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/7/2020 | 12:49 PM CDT

## **RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services**

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### **Vendor Details**

Company Name: Crane Carrier Company  
Address: 1951 Reiser Avenue SE  
New Philadelphia, OH 44663  
Contact: Julian Brewer  
Email: jbrewer@cranecarrier.com  
Phone: 330-987-3819  
Fax: 330-339-4892  
HST#: 20-4078168

### **Submission Details**

Created On: Thursday May 14, 2020 09:16:57  
Submitted On: Tuesday June 09, 2020 14:47:57  
Submitted By: Julian Brewer  
Email: jbrewer@cranecarrier.com  
Transaction #: ba54a8b8-8a84-46c9-84e9-026f2b60636b  
Submitter's IP Address: 73.208.118.7

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Crane Carrier Company, LLC
2	Proposer Address:	1951 Reiser Avenue SE New Philadelphia, OH 44663
3	Proposer website address:	www.cranecarrier.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Julian Brewer Strategic Accounts Manager 1951 Reiser Avenue SE New Philadelphia, OH 44663 jbrewer@cranecarrier.com 330.987.3819
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Julian Brewer Strategic Accounts Manager 1951 Reiser Avenue SE New Philadelphia, OH 44663 jbrewer@cranecarrier.com 330.987.3819
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Hampshire Senior Vice President Sales & Marketing 1951 Reiser Avenue SE New Philadelphia, OH 44663 mhampshire@cranecarrier.com 330.987.3980

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response*
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in Tulsa, Oklahoma in 1946 Crane Carrier's initial foray into purpose built solutions was remanufacturing war surplus equipment for the construction and petroleum industries after World War II. Over our 70-year history, Crane Carrier has established an enduring brand that is synonymous with quality and longevity in the specialty vehicle industry. Our Engineered Chassis group continues our longstanding customer-centric focus of designing and manufacturing purpose built vehicle solutions, ranging from but not limited to, c-channel frames, torque box frames, I-beam frames, and fabricated beam frames for alternative energy technology, ground support, specialty OEM, agriculture, utility and infrastructure, crane severe service, construction, military, airport services, waste management, and oil/gas. To complement our ever expanding portfolio of on-and-off highway vehicle solutions Crane Carrier engineers and assembles a variety of versatile manifold and tube trailers for diverse applications from hydraulic fracturing pumps to drill rigs. Today, the Crane Carrier brand continues to build upon our 70-year tradition of manufacturing and assembling on-and-off highway customer vehicle solutions in our ISO 9001 certified New Philadelphia, Ohio facility.
8	What are your company's expectations in the event of an award?	A Sourcewell contract will allow Crane Carrier to (1) continue providing our public entity clientele a streamlined, value-added purchasing option and (2) another avenue with which to market our vehicles and grow our brand directly to members without a third party.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Crane Carrier has been building purpose built heavy duty vocational truck chassis for nearly 75 years now. While Crane is a relatively smaller player in the overall truck chassis market we have had a long tenure in the marketplace we understand and focus on the value our low entry chassis provide various industries, namely, but not limited to street maintenance, waste management, airport services, and infrastructure.
10	What is your US market share for the solutions that you are proposing?	Our market share in the United States is approximately six percent.
11	What is your Canadian market share for the solutions that you are proposing?	N/A.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not.
13	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Crane Carrier is an original truck equipment manufacturer. Our sales and service force are two-fold. Crane Carrier has a sales and service force made up of Crane Carrier employees. Crane Carrier also employs a dealer distribution model for sales and service consisting of 57 dealer organizations and 187 dealer locations across the United States.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	This year Crane Carrier introduced our new Low Narrow Tilt (LNT) at the Work Truck Show in Indianapolis March 4-6, 2020. Articles about our new chassis were featured in Recycling Today, Waste Today, Waste Advantage, Fleet Equipment, Government Fleet, and Times Reporter to name a few.	*
17	What percentage of your sales are to the governmental sector in the past three years	92 percent of our sales the last three years was to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	Less than one percent of our sales the last three years were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We are currently listed on Florida Sheriff's Board, Texas Buy Board, and North Carolina Sheriff's Buy Board purchasing contracts. We have been an option on National Auto Fleet Group's Sourcewell contract as well.</p> <p>Florida Sheriff's Board: 11 units in 2017, 25 units in 2018, and 26 units in 2019 for a three-year total of 62 units.</p> <p>NJPA/Sourcewell (via NAFG): 10 units in 2017, 21 units in 2018, and 33 units in 2019 for a three-year total of 64 units.</p> <p>Texas Buy Board: 20 units in 2017, 58 units in 2018, 3 units in 2019 for a three-year total of 81 units.</p> <p>North Carolina Sheriff's Buy Board: 30 units in 2017, 39 units in 2018, 16 units in 2019 for a three-year total of 85 units.</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Crane Carrier is an option on ATAP's (All Things Are Possible) GSA contract supplying aircraft refueling chassis.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Milwaukee, WI	Jeff Tews	414-286-2459	*
City of Tampa, FL	Mark Wilfalk	813-348-1153	*
City of Long Beach, CA	John SeEVERS	562-570-5406	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago	Government	Illinois - IL	Refuse chassis. Vehicles are used for waste management and snow removal.	66 vehicles since 2015	\$11,748,000	*
Tampa	Government	Florida - FL	Refuse chassis. Vehicles are used for waste management. Some of these are CNG vehicles.	48 vehicles since 2015	\$7,008,000	*
Milwaukee	Government	Wisconsin - WI	Refuse chassis. Vehicles are used for waste management and snow removal. Some of these are CNG vehicles.	42 vehicles since 2015	\$6,258,000	*
Long Beach	Government	California - CA	Refuse chassis. Vehicles are used for waste management. 100 percent of these vehicles are CNG.	35 vehicles since 2015	\$6,335,000	*
Atlanta	Government	Georgia - GA	Refuse chassis. Vehicles are used for waste management.	35 vehicles since 2015	\$7,070,000	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Our sales force consists of eight individuals serving in the following positions to support our United States sales territories: Senior Vice President Sales and Marketing, Product Manager, Strategic Accounts Manager, and four Regional Sales Managers.
24	Dealer network or other distribution methods.	Crane Carrier also uses a dealer network model to sell and support our vehicles nationwide. Our dealer network consists of 57 dealer organizations and 187 dealer locations across the United States. Currently our 187 dealer locations are spread across the following four regions:  Central: AR, CO, IL, IN, IA, KS, MN, MO, NE, NM, ND, OK, SD, TX, WI, WY West: AK, AZ, CA, HI, ID, MT, NV, OR, UT, WA North: CT, DE, MA, ME, MD, MI, NH, NJ, NY, OH, PA, RI, VA, VT, WV South: AL, FL, GA, KY, LA, MS, NC, SC, TN
25	Service force.	Crane Carrier currently has two dedicated regional parts and service managers who report directly to the our Director of Aftermarket Parts and Service. Our service team works in concert to support the needs of our customers and their vehicles. In an effort to attend to our customers' needs as quickly and cost effectively as possible our approach to Parts and Service is to work through our 57 dealer organizations representing more than 187 dealer locations across the United States. Approximately 92 percent our service work is focused on our on-highway product line. In addition to training the dealer service teams at our dealer service locations, our regional parts and service managers work with our dealer service teams to resolve any and all issues. When necessary our regional parts and service managers will also go to where the truck is to resolve issues that have been escalated by our dealer service teams.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In many cases the customer service process begins with our 57 dealers organizations across the country. Our customers will notify their local dealer of the assistance they need with our vehicle. Our Service department has established time standards for many of the common repairs associated with our vehicles. Our dealers are empowered to resolve the warranty or non-warranty issue themselves. If our dealer is unable to resolve the issue within our established time standards they will reach out to their Regional Parts and Service Manager and/or Regional Sales Manager for assistance. Our dealers are trained, certified, and capable of resolving most issues themselves in a reasonable timeframe for our customers. Corporate support is provided by the regional parts and service managers fully supported by the Director of Aftermarket Parts and Service.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	It is Crane Carrier full intention to offer and promote our complete chassis product line to ALL Sourcewell member segments and verticals in the United States.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	It is Crane Carrier full intention to offer and promote our complete chassis product line to ALL Sourcewell member segments and verticals in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. It is our endeavor to sell and support our vehicles to any Sourcewell member either through our established dealer network or third party providers.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. It is our endeavor to sell and support our vehicles to any Sourcewell participating entity sectors either through our established dealer network or third party providers.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are unaware of any specific contract requirements or restrictions that would interrupt Crane Carrier from continuing to do business as we do today in Hawaii, Alaska, or any of the U.S. Territories. Currently we have parts and service dealers in Hawaii and Alaska.

**Table 7: Marketing Plan**



Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are extremely fortunate to have a great deal of experience serving Sourcewell members via our partnership with National Auto Fleet Group Sourcewell (contract 081716-NAF) the last four and a half years. We also have a dedicated Marketing Manager who's primary responsible is the management of our online presence and communications.</p> <p>Because of our partnership with National Auto Fleet Group our direct salesforce is well versed on how the process works for our organization, our dealer network, Sourcewell members and non-Sourcewell members, and the benefits of a Sourcewell contract for our organization. National Auto Fleet Group has been a terrific partner for us. Nevertheless, having a Sourcewell contract at the manufacturer level and the credibility that brings would further enhance our ability to service Sourcewell members throughout North America and grow our brand.</p> <p>One of our primary objectives would be to ensure our entire team continues to understand clearly the value of our participation in Sourcewell's competitive bid process and of our award. Helping illustrate how our contract helps alleviate the pain of the bid process creates value for the customer. This is important.</p> <p>Another primary objective is aimed at making sure our salesforce can continue to clearly communicate to customers, and our dealers, that our Sourcewell contract means our products can be purchased with the confidence of knowing (1) the competitive bid process has already taken place for customers via Sourcewell and (2) customers can justify they are purchasing a best value solution for their entities because of Sourcewell.</p> <p>We would update our Sourcewell documentation developed for working with all upfitters as an option on our contract to reflect our contract details and distribute those guidelines to our sales team as a quick reference document.</p> <p>We will also update our existing quick reference documentation for our dealers accessible via our online dealer resource portal.</p> <p>We will continue to use Salesforce.com to inform our dealer network of our Sourcewell contract and dates for Sourcewell training opportunities via webinar as needed.</p> <p>Our sales managers will also continue to be tasked with ensuring their assigned parts and service dealers are aware of our contract and how to leverage the competitive advantages afforded us and them by Sourcewell.</p> <p>We will continue to revisit our training and training materials over time to ensure they are relevant and continue to position our salesforce and dealer network for success.</p> <p>We will continue to conduct training for dealers as needed on Sourcewell and how to partner with us in marketing our contract to Sourcewell participating entities in North America.</p> <p>Once awarded a Sourcewell contract, Sourcewell's logo will be featured prominently on our website, marketing materials, literature, signage for tradeshow, and any other relevant forums to support our evangelistic approach to showcasing our contract award.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use the data from our webpage, social media pages, Salesforce.com, trade show badge scans, sales campaigns, and actual sales to drill down and help us better understand where and why we are being successful or unsuccessful in selling our products in desired markets. Using the digital analytics like this helps us hear the voice of the customer. Hearing our customers and desired customers is one of the reasons we redesigned our LET2 last year, introduced our brand new LNT this year, and will be introducing on new Low Over Engine (LOE) chassis later this year. It is our intention to continue using the analytics to create practical and relevant calls to action incorporating our Sourcewell contract while continue our efforts to showcase the value Crane Carrier provides with our factory direct value added features.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our expectation is that Sourcewell would include us in its vendor and product search database for members. Provide us the vector files to include Sourcewell approved imaging in our marketing materials and communication campaigns. Direct appropriate inquiries they receive for products that fall under our contract and/or subcategories to our point(s) of contact.</p> <p>We will leverage our Sourcewell contract whenever possible on each and every sales opportunity. We will certainly be unabashed in the use of our contract as a competitive advantage and a prominent value-added benefit of doing business with Crane Carrier and the cooperative purchasing process.</p> <p>We would also use our opportunities in front of customers to strongly encourage customers who are not members to join Sourcewell to optimize the streamlined purchasing for their other needs.</p> <p>We would also use our Sourcewell contract as a recruitment tool for new dealers in North America as we look to continue the expansion of our dealer network.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, currently they are not.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer equipment and maintenance training for operators. Each of our vehicles comes with a written operator's manual and we will provide in-person training at the customer's request. Our equipment and maintenance training is an option our customers are welcomed to take advantage of.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>We offer Ridewell Corporation's 60/40 rear steerable suspension as a factory direct option for select applications. We were the first to market with this technology.</p> <ul style="list-style-type: none"> <li>•This suspension provides the same loading capacity of a 46,000 pound tandem, but the turning capacity of a single axle truck.</li> <li>•The 60/40 cuts up to four feet of a vehicle's turning radius—helping improve route efficiency.</li> <li>•Instead of the 10 tires needed on a traditional tandem the 60/40 only requires eight tires—an immediate cost savings because there is 25% less tires to replace.</li> <li>•Because the rear axle tracks the steer axle the enhanced turning capability reduces tire scrub helping increase tire life.</li> <li>•The 60/40 rear steerable suspension is up to 2,500 pounds lighter than a traditional 46,000 pound tandem set up providing an incremental improvement in fuel economy with no loss of capacity over time for the fleet.</li> </ul> <p>We were the first U.S. chassis manufacturer to offer Effenco's active stop-start electric hybrid technology as a factory direct option for select applications.</p> <ul style="list-style-type: none"> <li>•"100% electric 50% of the time".</li> <li>•Shuts down the engine when chassis is stationary.</li> <li>•Provide electric power to vehicle equipment, cab, and chassis accessories including the HVAC system when the engine is off.</li> </ul> <p>Currently Crane Carrier offers the industry's only 82" wide low entry cab that seats three people all facing forward with their own seat belts.</p> <p>Our crew cab is the established low entry that seats four people all facing forward with seats belts.</p> <p>All of our vehicles regardless of size feature the same multiple door, steering (left hand, right hand, dual), and seating (sit down, stand up) configurations for the uniformity of the fleet and parts.</p>	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For nearly 40 years now Crane Carrier has been one of the rare chassis manufacturers to provide a factory direct compressed natural gas (CNG)-fueled chassis. Unlike much of our competition no third parties are needed to outfit our chassis for CNG. We can install behind the cab CNG cabinet systems and side mount CNG cabinet systems. All configurations include the installation of the CNG fuel control module. We also provide front and/or side mounted fuel fills with shut-off caps and defuelling options. A true turnkey CNG solution direct from our factory. If the customer elects to have the CNG fuel control module and CNG tanks mounted on the body we can build the chassis for such a set up as well.</p> <p>Crane Carrier partnered to help build North America's first all electric refuse truck. As technology continues to improve and the costs associated with running heavy duty electric vehicle fleets decrease Crane Carrier looks forward to providing the industry viable, high quality, purpose built electric vehicles with the best range possible.</p> <p>In addition to CNG and our continued exploration into viable fully electric heavy duty chassis, Crane Carrier offers a factory direct active stop-start electric hybrid solution for select chassis applications. Similar to the technology in cars, the active stop-start system shuts the engine off when the vehicle idles. Data has shown that this electric hybrid technology, depending on the vehicle's application, can provide fuel savings ranging from 15 - 35 percent and decrease engine hours as much as 40 - 50 percent.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Value Added Attributes of the Crane Carrier Brand:</p> <ul style="list-style-type: none"> <li>•Our low entry's 18" step in height on both sides of the cab is often duplicated by our competitors, but is also accompanied by additional steps for entry into their cabs. Crane Carrier builds TRUE low entry chassis.</li> <li>•CCC provides the industry's only true low entry cabs for operators. •The ease of entry into our cab on both sides helps reduce the risk of slips and falls by operators particularly in inclement weather during.</li> <li>•Requiring multiple steps to enter and exit the cab takes a toll on operators over the course of their work day. Our one-step into the cab helps reduce the amount of operator fatigue at the end of the day.</li> <li>•Our 1814 square inch radiator—largest in the industry—contributes to a cooler, quieter, roomier workspace for refuse operators. Crane Carrier to not overheat.</li> <li>•Our low entry's engine cover is small, does not crowd operators and does not extend past the front edge of the driver's and passenger's seats making for a walk through cab and better in-cabin room.</li> <li>• Fleet drivers come in all shapes and sizes. Tilt telescoping steering columns are standard on all our steering configurations (left-hand, right-hand, and dual drive).</li> <li>•Crane Carrier's low entry crew cab that allows for seating for up to four, all facing forward, with their own seat belts.</li> <li>•Our drop frame chassis is built from the ground up at our factory with NO third party required to chop and/or weld the frame.</li> <li>•The durability of our chassis has allowed our customers to consistently have their vehicles in service for over 15 years.</li> <li>•Currently Crane Carrier offers the industry's only 82" wide low entry cab that seats three people all facing forward with their own seat belts.</li> <li>•Crane Carrier chassis provide some of the best visibility in the industry with the bottom of our windshields only being 60" from the ground.</li> <li>•The position of our front axle on our low entry cabovers makes Crane Carrier chassis some of the best turning trucks in the industry.</li> </ul> <p>The versatility and rigidity of our chassis benefit all Sourcewell members segments.</p>

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	The repair or replacement of defective parts other than Major Component Parts will be made without charge for parts or labor when made at a Crane Carrier authorized Warranty Repair Station. Before any claim for the cost of replacement parts installed elsewhere than at an authorized Warranty Repair Station may be made under this warranty, prior notification of the need for the repairs must be given to the Manufacturer's Service Department in New Philadelphia, Ohio, and prior approval given by said Service Department. The repair or replacement of Major Component Parts will be made in accordance with the Major Component Warranty Schedule herein. The term "Major Component Parts," as used above, means clutches, (except facings), steering gears, radiators, frame rails and cross members. The Warranty shall not apply to any carrier which has been subjected to misuse, negligence, accident, or which shall have been altered or repaired outside the factory, without prior Factory Service Department approval, which alteration or repair in the Manufacturer's judgment, affected the carrier's stability or reliability. Nor does it apply to normal maintenance services (such as engine tune-up, fuel system cleaning, adjustments, wheel alignment and balancing, brake and clutch adjustments) or the replacement of service items (filter elements, fluids or lubricants, and friction facings) made in connection with such maintenance services. The Manufacturer makes no warranty whatever with respect to engines, transmissions, axles, tires, starting devices, alternators, batteries, power take-offs, hoists, mixers, bodles, winches or other such trade accessories by other manufacturers, and passes on to the purchaser any and all separate warranties made by the respective manufacturers thereof.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranty coverage is one year, 12,000 miles or 2,000, whichever comes first. For those customers interested we do provide an optional one year, unlimited mileage/unlimited hours warranty.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, they do not.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Not applicable.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Crane Carrier makes no warranty whatsoever with respect to engines, transmissions, axles, tires, starting devices, alternators, batteries, power take-offs, hoists, mixers, bodles, winches or other such trade accessories by other manufacturers, and passes on to the purchaser any and all separate warranties made by the respective manufacturers thereof.
47	What are your proposed exchange and return programs and policies?	All trade-ins or exchanges are subject to dealer authorization. Our dealers will determine how much a trade-in or exchange is worth on a case by case basis. All order cancellations must be in writing and are subject to liquidation charges equal to the actual costs incurred by the Crane Carrier Company at time of cancellation. Liquidation damages will be invoiced within ten (10) days after receipt of dealers written cancellation notice. Any Chassis or Body order cancellation is strictly subject to factory approval, and will not be considered within sixty (60) days of a scheduled delivery.
48	Describe any service contract options for the items included in your proposal.	We will tailor our service contracts appropriately to meet the expectations of Sourcwell members.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Currently we ask that our customers pay for the chassis upon its completion before it ships.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We currently do not provide leasing or financing options at this time.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our Proposed Order Process (this is subject to change as necessary)</p> <p>a.Crane Carrier and/or one of our dealers will be notified of the desire to make or initiate on a member's behalf a Sourcewell contract purchase.</p> <p>b.We will encourage our salesforce and dealers when possible to use the Sourcewell approved chassis specifications for meeting member's needs (06092020-01 - 06092020-52).</p> <p>i.We understand there will certainly be cases where our Sourcewell approved chassis specifications will not meet a member's specific chassis needs.</p> <p>ii.Under those circumstances we will encourage our sales managers to use the Sourcewell approved chassis specification that comes the closest to what the customer wants and tailor it to the member's specific needs.</p> <p>iii.Using the Sourcewell approved chassis specification that comes the closest to complying with what the member desires will serve as a vehicle guide and help keep us in line with our price ceiling for a chassis of that kind.</p> <p>iv.The tailored member specification and pricing would then be sent to our Sourcewell contact for approval because it is a new chassis specification.</p> <p>c.Our sales managers or dealers would work with the member's upfitter of choice on the upfit and pricing.</p> <p>d.Once we have the completed vehicle(s) quote our dealer will present the quote and vehicle specifications to the customer for review and approval.</p> <p>e.Once the order has been placed the customer will issue a PO to our dealer.</p> <p>i.Our dealer will issue a PO to Crane Carrier and upfitter(s) (if applicable) selected by the customer.</p> <p>f.Once the chassis has been completed, the customer will be invoiced for payment, and the chassis will be shipped to the member's upfitter of choice.</p> <p>i.Customers are always welcomed to do a pilot inspection at the Crane Carrier factory of the chassis.</p> <p>g.After the vehicle(s) have been completed by the upfitter they will be delivered to our dealer so they can perform the Prep and Delivery Inspection (PDI).</p> <p>h.The vehicle(s) will be delivered to the customer after the PDI has been completed.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model for Sourcewell member pricing is a published catalog percentage discount.</p> <p>We have provided 51 different chassis specifications at this time to illustrate the versatility of our low entry chassis product line. Here are the SKUs for our chassis specifications:</p> <ol style="list-style-type: none"> <li>01. 06092020-01</li> <li>02. 06092020-02</li> <li>03. 06092020-03</li> <li>04. 06092020-04</li> <li>05. 06092020-05</li> <li>06. 06092020-06</li> <li>07. 06092020-07</li> <li>08. 06092020-08</li> <li>09. 06092020-09</li> <li>10. 06092020-10</li> <li>11. 06092020-11</li> <li>12. 06092020-12</li> <li>13. 06092020-13</li> <li>14. 06092020-14</li> <li>15. 06092020-15</li> <li>16. 06092020-16</li> <li>17. 06092020-17</li> <li>18. 06092020-18</li> <li>19. 06092020-19</li> <li>20. 06092020-20</li> <li>21. 06092020-21</li> <li>22. 06092020-22</li> <li>23. 06092020-23</li> <li>24. 06092020-24</li> <li>25. 06092020-25</li> <li>26. 06092020-26</li> <li>27. 06092020-27</li> <li>28. 06092020-28</li> <li>29. 06092020-29</li> <li>30. 06092020-30</li> <li>31. 06092020-31</li> <li>32. 06092020-32</li> <li>33. 06092020-33</li> <li>34. 06092020-34</li> <li>35. 06092020-35</li> <li>36. 06092020-36</li> <li>37. 06092020-37</li> <li>38. 06092020-38</li> <li>39. 06092020-40</li> <li>40. 06092020-41</li> <li>41. 06092020-42</li> <li>42. 06092020-43</li> <li>43. 06092020-44</li> <li>44. 06092020-45</li> <li>45. 06092020-46</li> <li>46. 06092020-47</li> <li>47. 06092020-48</li> <li>48. 06092020-49</li> <li>49. 06092020-50</li> <li>50. 06092020-51</li> <li>51. 06092020-52</li> </ol>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our Sourcewell member pricing represents an additional 10 percent off our preferred customer pricing.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Our Sourcewell member pricing will be reduced as necessary on a case by case basis for volume considerations and commitments to meet the specific and/or unique needs of a Sourcewell member.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>When working with Sourcewell members our goal is to build them custom solutions to meet their individualized needs. As a custom chassis manufacturer that first step begins with knowing and understanding the customer's desired vocation for the vehicle (e.g., refuse &amp; recycling, infrastructure maintenance, ground support, agriculture, oil &amp; gas, etc.). As a custom chassis builder we are confident that the upfit of choice will mount seamlessly onto one of our single axle, standard, or heavy chassis specifications. Once the customer has identified their upfit manufacturer of choice Crane Carrier and/or our dealer will partner with that vendor and/or upfit dealer to ensure (1) the chassis has enough clear space to mount the desired upfit, (2) the chassis has been set up with the appropriate GVWR, (3) we provide the customer a complete chassis and body specification (including desired accessories) for review, and (4) Crane Carrier and/or our dealer will provide the customer a complete quote (which includes freight) for the entire vehicle. Once the member approves the order Crane Carrier and/or our dealer will obtain a purchase order from the customer. We will in turn provide a purchase order to all the other parties involved with building the member's desired vehicle solution.</p> <p>We see this process working extremely similar to how we are sourcing items today to provide complete custom built vehicle solutions. A Sourcewell contract award will allow us to simplify the purchasing process for members and help us get their much needed vehicle solutions in service faster because we've eliminated the time delays of the traditional bid process.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Due to Sourcewell member needs there are an infinite number of unique vehicle configurations on the market. The pricing included in our response is for our chassis only. Freight will be added to the sales price once the member has provided a desired shipping destination. What we have tried to convey in our response is a variety of single axle, standard, and heavy chassis specifications that allow Crane Carrier to work with just about every upfit manufacturer and a collection of information on their products that work with our chassis.</p> <p>In processing a member's order we will obtain pricing from upfit manufacturers and other equipment manufacturers that are necessary to build the desired vehicle solution(s). The pricing from these suppliers will be payable to them and included in the total cost of acquisition for the member.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight is determined by the customer's desired shipping destination once we have completed the chassis. We do not know that until the order is placed and therefore cannot calculate freight in advance of receiving an order. Many of our products ship incomplete because of the customer's desired upfit (e.g., refuse truck, sweeper, ground support, etc.). Once that destination is identified Crane Carrier works to provide the most cost effective and route efficient shipping we can. Once the upfit is complete the completed vehicle is shipped to the respective dealers for pre-delivery inspections before final delivery to the customer.</p> <p>Freight is an itemized inclusion in our final pricing of the chassis specifications. This includes sourced goods if the customer is using our contract for the purchase of the entire vehicle (e.g., chassis, upfit, and accessories, etc.).</p>
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We used commonly known shipping methods to ship to off-shore locations. Traditional drive away or hauling solutions are used within the continental United States to get our products to the respective port for offshore shipping. From there barges and/or ferries are used to get our product to their final destination.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We will tailor our distribution and/or delivery methods to appropriately meet the needs of Sourcewell members in the most efficient and cost effective manner we can.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No, additional comments at this time.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	After releasing a chassis order to manufacturing we will provide our dealer (or customer on direct sales) an order confirmation letter with a copy of the chassis specification, and if applicable, listing the customer's desired upfit if purchase via our contract. The order confirmation letter will provide our dealers and customers a period of 10 days to confirm the order's accuracy or to make corrections to the order without the assessment of change order fees. If we do not receive written notification of errors within 10 days, we will assume the order is correct. Change order fees will be imposed on any changes requested after the 10-day review period.  Additionally, we will create a checklist for our sales administrator(s) to ensure we have complied with all Sourcewell-related requirements on each sale to members and required reporting to Sourcewell at the right time intervals.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Crane Carrier will pay Sourcewell a flat, per-unit fee for facilitating, managing, and promoting our Sourcewell contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Crane Carrier is offering a variety of Class 6, 7, and 8 low entry chassis models that can be adapted as necessary for numerous vehicle vocations with our proposal. Our chassis models provide members the flexibility to tailor the chassis to their needs for the application of their choice. Our proposal features chassis with factory direct alternative fuel solutions such as CNG and electric hybrid for select applications. Sourcewell members may elect to purchase vehicles with the CNG fuel system or stop/start system installed on the chassis at our factory (no third party installation necessary). Additionally, our response includes chassis specifications with Ridewell's 60/40 steerable rear suspension as a factory direct installation option for members seeking vehicles with better tire life and enhanced turning ability for select applications.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet & Related, Roads & Airports, Grounds & Ag, Construction, Public Safety



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Diesel, CNG, and electric-hybrid chassis. Suggested applications are, but not limited to, waste management, infrastructure maintenance, ground support, and construction.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Diesel, CNG, and electric-hybrid chassis. Suggested applications are, but not limited to, waste management, infrastructure maintenance, ground support, and construction.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Diesel, CNG, and electric-hybrid chassis. Suggested applications are, but not limited to, waste management, infrastructure maintenance, ground support, construction, and food/beverage delivery.	*
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable at this time.	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable at this time.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The analytics are not only important to our sales organization, but to our board of directors as well. A few examples of the internal metrics we will likely be tracking to measure our success are:</p> <ul style="list-style-type: none"> <li>- New business earned due to our Sourcewell contract.</li> <li>- Repeat business retained due to our Sourcewell contract.</li> <li>- Increase of market share.</li> <li>- Existing customers switching to Sourcewell purchases vs. bidding.</li> <li>- Percentage of our municipal business using our Sourcewell contract.</li> <li>- Sourcewell contract usage per region.</li> <li>- Vehicle applications purchased via Sourcewell contract.</li> </ul>
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>For nearly 40 years now CCC has been one of the rare manufacturers to provide a factory direct compressed natural gas (CNG)-fueled chassis. Unlike much of our competition no third parties are needed to outfit our chassis for CNG. We can install behind the cab CNG cabinet systems and side mount CNG cabinet systems. All configurations include the installation of the CNG fuel control module. We also provide front and/or side mounted fuel fills with shut-off caps and defuelling options. A true turnkey CNG solution direct from our factory. If the member elects to have the CNG fuel control module and CNG tanks mounted on the body we can build the chassis for such a set up as well.</p> <p>Crane Carrier partnered to help build North America's first all electric refuse truck. As technology continues to improve and the costs associated with running heavy duty electric truck fleets decrease Crane Carrier looks forward to providing the industry viable, high quality, purpose built electric trucks with the best range possible.</p> <p>In addition to CNG and our continued exploration into viable fully electric heavy duty chassis, Crane Carrier offers a factory direct active stop-start electric hybrid solution for select chassis applications. Similar to the technology in cars, the active stop-start system shuts the engine off when the vehicle idles. Data has shown that this electric hybrid technology, depending on the vehicle's application, can provide fuel savings ranging from 15 - 35 percent and decrease engine hours as much as 40 - 50 percent. A true turnkey electric hybrid solution.</p>
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Our industry leading cab room for operators, ease of entry and exit of our cab, accessibility for preventative and duty cycle maintenance, visibility, turning radius, and the strength and rigidity of our frame that allows our customers to experience vehicle life cycles of 15 - 20 years regularly.</p> <p>Our crew cab is the only low entry cab that sits four people all facing forward with seat belts. Our LNT is the narrowest low entry cab in the industry that seat three people facing forward all with seat belts.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Whereas we do not offer serviceability attributes that significantly distinguish us from our competitors, we believe our ability to service our vehicles, and more important illustrate how we value our customers, is more than comparable to what our competitors are offering.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability - RFP 060920 Financial Strength and Stability Documents.pdf - Monday June 08, 2020 14:20:59
  - Marketing Plan/Samples - RFP 060920 Marketing Plan and Samples Documents.pdf - Monday June 08, 2020 14:22:41
  - WMBE/MBE/SBE or Related Certificates - RFP 060920 WMBE MBE SBE Documents.pdf - Monday June 08, 2020 14:25:42
  - Warranty Information - RFP 060920 Warranty Information Documents.pdf - Monday June 08, 2020 14:26:10
  - Pricing - RFP 060920 Pricing Documents.pdf - Monday June 08, 2020 14:26:36
  - Additional Document - RFP 060920 Upload Additional Information Documents.pdf - Monday June 08, 2020 14:26:59

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Julian Brewer, Strategic Accounts Manager, Crane Carrier Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	-
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	-
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	-
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	-

**AMENDMENT #1  
TO  
CONTRACT # 060920-CRN**

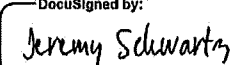
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell and Crane Carrier Company, LLC, now known as Battle Motors, Inc. (Vendor).**

Sourcewell awarded a contract to Vendor to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services, to Sourcewell and its Participating Entities, effective August 7, 2020, through August 1, 2024 (Contract).

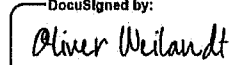
Effective January 1, 2023, Crane Carrier Company, LLC's name changed to Battle Motors, Inc. As of the date of this Amendment, all references to "Crane Carrier Company, LLC" in Contract # 060920-CRN will be replaced with "Battle Motors, Inc."

Except as amended, the Contract remains in full force and effect.

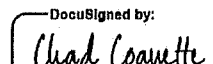
**Sourcewell**

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer  
Date: 2/8/2023 | 10:39 AM CST

**Battle Motors, Inc.**

DocuSigned by:  
  
By: 1E489613F1E5498...  
Oliver Weilandt, Chief Financial Officer  
Date: 2/13/2023 | 1:51 PM CST

**Approved:**

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette, Executive Director/CEO  
Date: 2/13/2023 | 2:00 PM CST

# EXHIBIT “A-2”



**RFP #060920**  
**REQUEST FOR PROPOSALS**  
**for**  
**Class 4-8 Chassis with Related Equipment, Accessories, and Services**

**Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	April 16, 2020
Pre-proposal Conference:	May 19, 2020 10:00 a.m., Central Time
Question Submission Deadline:	June 2, 2020, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>June 9, 2020, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	June 9, 2020, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"



## **I. ABOUT SOURCEWELL PARTICIPATING ENTITIES**

### **A. SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### **B. USE OF RESULTING CONTRACTS**

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

- a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs  
Class 5: 16,001-19,500 lbs  
Class 6: 19,501-26,000 lbs  
Class 7: 26,001-33,000 lbs  
Class 8: 33,001+ lbs

- b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.
  - c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.
  - d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.
2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:
- a. Transit buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
  - b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### **G. ADDITIONAL CONSIDERATIONS**

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### **A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### **B. ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

### **V. RFP PROCESS**

#### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

#### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### **D. PROPOSAL SUBMISSION**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.



## **G. OPENING**

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

### **B. AWARD(S)**

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Rev. 2/2020

Sourcewell RFP #060920

Class 4-8 Chassis with Related Equipment, Accessories, and Services

Page 10

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

#### **E. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/17/2020

Addendum No. 1

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Do you have a list of specifications for both the vehicles and equipment needed?

**Answer 1:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

**Question 2:**

How are delivery charges handled at the time of order? Is there a list of potential destinations?

**Answer 2:**

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

**Question 3:**

How do I join the Pre-proposal conference on May 19, 2020?

**Answer 3:**

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.



4/22/2020

Addendum No. 2

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

**Answer 1:**

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

**Question 2:**

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

**Answer 2:**

- Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

**Question 3:**

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

**Answer 3:**

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from "three customers who are eligible to be Sourcewell participating entities."

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.



4/29/2020

Addendum No. 3

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

**Answer 1:**

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.





5/4/2020

Addendum No. 4

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.



5/12/2020

Addendum No. 5

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.



5/13/2020

Addendum No. 6

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 1:**

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

**Question 2:**

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 2:**

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.

**Question 3:**

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

**Answer 3:**

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.



5/18/2020

Addendum No. 7

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What will be the effective dates (start and ending) for pricing submitted with the bid?  
Will that time frame be consistent for the 3 remaining annual periods?

**Answer 1:**

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

**Question 2:**

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

**Answer 2:**

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

**Question 3:**

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

**Answer 3:**

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

**Question 4:**

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

**Answer 4:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



5/21/2020

Addendum No. 8

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

**Answer 1:**

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

**Question 2:**

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

**Answer 2:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 3:**

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

**Answer 3:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 4:**

Will the agency accept redlines on the contract during the procurement process?

**Answer 4:**

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

**Question 5:**

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

**Answer 5:**

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

**Question 6:**

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

**Answer 6:**

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

**Question 7:**

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

**Answer 7:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.



**Question 8:**

Will purchase orders originate from Sourcewell or the participating entity?

**Answer 8:**

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

**Question 9:**

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

**Answer 9:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.



5/26/2020

Addendum No. 9

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.



5/27/2020

Addendum No. 10

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can Sourcewell Participating Entities include US or Canadian Federal entities?

**Answer 1:**

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.



6/3/2020

Addendum No. 11

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

**Answer 1:**

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

**Question 2:**

Is there a way to download our Table responses to a hard copy for proof reading?

**Answer 2:**

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

**Question 3:**

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

**Answer 3:**

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

# EXHIBIT “B”



SALES  
Toll Free (800) 873-0500  
Reception (909) 510-4000

PARTS (877) 721-6752  
SERVICE (888) 365-8757  
COLLISION CENTER (909) 510-4100  
13800 Valley Blvd, Fontana CA 92335

www.VelocityTruckCenters.com

## Buyers Order

Deal#: DE-99100-1

Opp#: 2021-136407

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$228,715.00
VIN: FACTORY ORDER11		GVW: 60000	Color: WHITE	
	1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.			\$177,837.00
	2. VULCAN SCALE SYSTEM			\$9,685.00
	3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.			\$4,734.46
	4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE			\$2,108.00
	5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL			\$9,210.39
	6. DEALER DELIVERY, WASH AND FUEL			\$1,000.00
To Be Delivered On or About: 08/30/2024			Unit Price:	\$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$228,715.00
VIN: FACTORY ORDER12		GVW: 60000	Color: WHITE	
	1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.			\$177,837.00
	2. VULCAN SCALE SYSTEM			\$9,685.00
	3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.			\$4,734.46
	4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE			\$2,108.00
	5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL			\$9,210.39
	6. DEALER DELIVERY, WASH AND FUEL			\$1,000.00
To Be Delivered On or About: 08/30/2024			Unit Price:	\$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$228,715.00
VIN: FACTORY ORDER13		GVW: 60000	Color: WHITE	
	1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.			\$177,837.00
	2. VULCAN SCALE SYSTEM			\$9,685.00
	3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.			\$4,734.46
	4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE			\$2,108.00
	5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL			\$9,210.39
	6. DEALER DELIVERY, WASH AND FUEL			\$1,000.00
To Be Delivered On or About: 08/30/2024			Unit Price:	\$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$228,715.00
VIN: FACTORY ORDER14		GVW: 60000	Color: WHITE	
	1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.			\$177,837.00
	2. VULCAN SCALE SYSTEM			\$9,685.00

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

X

(Purchaser's Signature)

Date

Ron Creighton

(Salesperson Name)

(Approved By)

Date

# Buyers Order

Deal#: DE-99100-1

Opp#: 2021-136407

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE	\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL	\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL	\$1,000.00
<b>To Be Delivered On or About: 08/30/2024</b>	<b>Unit Price: \$433,289.85</b>

<b>Unit#:</b>	<b>Stock#:</b>	<b>New 2024 CRANE CARRIER LET2-40</b>	<b>Price:</b>	<b>\$228,715.00</b>
VIN: FACTORY ORDER15		GVW: 60000	Color: WHITE	
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00
<b>To Be Delivered On or About: 08/30/2024</b>			<b>Unit Price:</b>	<b>\$433,289.85</b>

<b>Unit#:</b>	<b>Stock#:</b>	<b>New 2024 CRANE CARRIER LET2-40</b>	<b>Price:</b>	<b>\$228,715.00</b>
VIN: FACTORY ORDER16		GVW: 60000	Color: WHITE	
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00
<b>To Be Delivered On or About: 08/30/2024</b>			<b>Unit Price:</b>	<b>\$433,289.85</b>

<b>Unit#:</b>	<b>Stock#:</b>	<b>New 2024 CRANE CARRIER LET2-40</b>	<b>Price:</b>	<b>\$228,715.00</b>
VIN: FACTORY ORDER17		GVW: 60000	Color: WHITE	
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00

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CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

X

(Purchaser's Signature)

Date

Ron Creighton

(Salesperson Name)

(Approved By)

Date





SALES  
Toll Free (800) 673-0500  
Reception (909) 510-4000

PARTS (877) 727-8752  
SERVICE (866) 365-8757  
COLLISION CENTER (909) 510-4100  
13800 Valley Blvd, Fontana CA 92335

www.VelocityTruckCenters.com

## Buyers Order

Deal#: DE-99100-1

Opp#: 2021-136407

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

To Be Delivered On or About: 08/30/2024

Unit Price: \$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	
VIN: FACTORY ORDER18		GVW: 60000	Color: WHITE	\$228,715.00
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00

To Be Delivered On or About: 08/30/2024

Unit Price: \$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	
VIN: FACTORY ORDER19		GVW: 60000	Color: WHITE	\$228,715.00
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00

To Be Delivered On or About: 08/30/2024

Unit Price: \$433,289.85

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	
VIN: FACTORY ORDER20		GVW: 60000	Color: WHITE	\$228,715.00
1. NEW WAY ROTO-PAC 25 CY AUTOMATED SIDE LOADER.				\$177,837.00
2. VULCAN SCALE SYSTEM				\$9,685.00
3. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.				\$4,734.46
4. CRANE CARRIER FREIGHT CHARGE - NON-TAXABLE				\$2,108.00
5. FLOOR PLAN EXPENSE 180 DAYS x \$51.16 PER DAY - NON TAXABL				\$9,210.39
6. DEALER DELIVERY, WASH AND FUEL				\$1,000.00

To Be Delivered On or About: 08/30/2024

Unit Price: \$433,289.85

Sub Total \$4,332,898.50

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CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date



SALES  
Toll Free (800) 673-0500  
Reception (909) 510-4000

PARTS (877) 727-8752  
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## Buyers Order

Deal#: DE-99100-1

Opp#: 2021-136407

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

--To Invoice (10) Units Above @ \$476,550.64 Each--

Doc Fee \$850.00

CA Tire Recycle Fee \$175.00

Sales Tax (10.250%) \$431,582.90

Total Vehicle Sale Price **\$4,765,506.40**

Net Total **\$4,765,506.40**

Lienholder: None...

CRANE CARRIER LET2-40 WITH NEW WAY 25 CY ROTO-PAC AUTOMATED SIDE LOADER.  
CRANE CARRIER SOURCEWELL CONTRACT #060920-CRN  
NEW WAY SOURCEWELL CONTRACT #091219-NWY  
VEHICLES TO BE COMPLETED BY AUGUST 30, 2024

\*\*\* PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. \*\*\*

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

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The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

Signor's Name and Title: \_\_\_\_\_  
(Please Print Name and Title. Must be an Officer of the company  
Authorized to approve capital purchases.)

X \_\_\_\_\_  
(Signature)

Jun 2 2023 7:10PM



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SERVICE (888) 386-8757  
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13800 Valley Blvd, Fontana CA 92335

www.VelocityTruckCenters.com

## Buyers Order

Deal#: DE-99142

Opp#: 2023-145040

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER1		GVW: 60000	Color: WHITE	
		1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.		\$160,612.00
		2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.		\$30,958.00
		3. VULCAN SCALE SYSTEM		\$9,685.00
		4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.		\$4,734.46
		5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE		\$2,489.00
		6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T		\$7,854.98
		7. DEALER DELIVERY, WASH AND FUEL		\$1,000.00
To Be Delivered On or About: 09/30/2024			Unit Price:	\$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER2		GVW: 60000	Color: WHITE	
		1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.		\$160,612.00
		2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.		\$30,958.00
		3. VULCAN SCALE SYSTEM		\$9,685.00
		4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.		\$4,734.46
		5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE		\$2,489.00
		6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T		\$7,854.98
		7. DEALER DELIVERY, WASH AND FUEL		\$1,000.00
To Be Delivered On or About: 09/30/2024			Unit Price:	\$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER3		GVW: 60000	Color: WHITE	
		1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.		\$160,612.00
		2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.		\$30,958.00
		3. VULCAN SCALE SYSTEM		\$9,685.00
		4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.		\$4,734.46
		5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE		\$2,489.00
		6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T		\$7,854.98
		7. DEALER DELIVERY, WASH AND FUEL		\$1,000.00
To Be Delivered On or About: 09/30/2024			Unit Price:	\$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
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CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

X

(Purchaser's Signature)

Date

Ron Creighton

(Salesperson Name)

(Approved By)

Date



SALES (800) 673-0500  
Toll Free (800) 673-0500  
Reception (909) 510-4000

PARTS (877) 727-8752  
SERVICE (888) 385-8757  
COLLISION CENTER (800) 510-4100  
13800 Valley Blvd, Fontana CA 92335

# Buyers Order

Deal#: DE-99142

Opp#: 2023-145040

Date: 06/02/2023

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

VIN: FACTORY ORDER4

GVW: 60000

Color: WHITE

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#: Stock#: New 2024 CRANE CARRIER LET2-40 Price: \$196,823.00

VIN: FACTORY ORDER5

GVW: 60000

Color: WHITE

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#: Stock#: New 2024 CRANE CARRIER LET2-40 Price: \$196,823.00

VIN: FACTORY ORDER6

GVW: 60000

Color: WHITE

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#: Stock#: New 2024 CRANE CARRIER LET2-40 Price: \$196,823.00

VIN: FACTORY ORDER7

GVW: 60000

Color: WHITE

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CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

# Buyers Order

Deal#: DE-99142

Opp#: 2023-145040

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER8		GVW: 60000	Color: WHITE	

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER9		GVW: 60000	Color: WHITE	

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: \$414,156.44

Unit#:	Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$196,823.00
VIN: FACTORY ORDER		GVW: 60000	Color: WHITE	

1. NEW WAY SIDEWINDER AUTOMATED SIDE LOADER.	\$160,612.00
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ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

# Buyers Order

Deal#: DE-99142

Opp#: 2023-145040

Date: 06/02/2023

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 112663

CITY OF LONG BEACH FINANCIAL  
2600 TEMPLE AVE  
LONG BEACH CA 90806 County: Los Angeles  
Phone: (562) 570-5000  
Juan.Mercado@longbeach.gov

Ship To:

2. AGILITY PRORAIL 60 DGE CNG FUEL SYSTEM.	\$30,958.00
3. VULCAN SCALE SYSTEM	\$9,685.00
4. 3rd EYE 3 CAMERA SYSTEM W/ 7" MONITOR SAFETY SYSTEM.	\$4,734.46
5. CRANE CARRIER FREIGHT CHARGE - NON TAXABLE	\$2,489.00
6. DEALER FLOOR PLAN EXPENSE - 180 DAYS x \$43.64 DAY - NON T	\$7,854.98
7. DEALER DELIVERY, WASH AND FUEL	\$1,000.00

To Be Delivered On or About: 09/30/2024

Unit Price: **\$414,156.44**

**Sub Total \$4,141,564.40**

Doc Fee \$850.00

CA Tire Recycle Fee \$175.00

Sales Tax (10.250%) \$413,994.90

**Total Vehicle Sale Price \$4,556,584.30**

**Net Total \$4,556,584.30**

--To Invoice (10) Units Above @ \$455,658.43 Each--

Lienholder: None...

CRANE CARRIER LET2-40 WITH NEW WAY 29 CY SIDEWINDER AUTOMATED SIDE LOADER.  
CRANE CARRIER SOURCEWELL CONTRACT #060920-CRN.  
NEW WAY SOURCEWELL CONTRACT #091219-NWY.  
VEHICLES TO BE DELIVERED BY SEPTEMBER 30, 2024

\*\*\* PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. \*\*\*

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CITY OF LONG BEACH FINANCIAL

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

Signor's Name and Title: \_\_\_\_\_  
(Please Print Name and Title. Must be an Officer of the company  
Authorized to approve capital purchases.)

X \_\_\_\_\_  
(Signature)

Jun 2 2023 7:17PM