

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 10, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Ben Spangler, Associate Pastor at Community United Methodist Church

Pledge of Allegiance – Interim Police Chief

2. ROLL CALL

3. PRESENTATIONS

(a) Proclamation Presentation to the Family of Commissioner Chris Bell

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the items from the Consent Agenda; (2) Vote on remaining items; and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city manager/city clerk)

March 27, 2025, Regular Meeting

(b) Resolution 2025-023, Purchase of a Sewer Crane Truck

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PURCHASE FROM RUSH TRUCK CENTER, ORLANDO LIGHT & MEDIUM DUTY, OF A 2024 FORD F-450 TRUCK INCLUDING COMMERCIAL UPFITTING IN THE AMOUNT NOT TO EXCEED \$131,000.00 FOR THE FRUITLAND PARK PUBLIC WORKS DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXPEND THE FUNDS; REPEALING APPROVAL OF THE PROPOSAL LETTER APPROVED MARCH 27, 2025; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

- (a) Resolution 2025-019 Variance of Minimum Lot Width on Property Located at 1108 Lake Myrtle Breezes.** (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS TO REDUCE THE MINIMUM LOT WIDTH FROM 80 FEET TO 70 FEET AS MEASURED ALONG THE BUILDING SETBACK LINE ON THE SUBJECT PROPERTY LOCATED AT 1108 MYRTLE BREEZES COURT AND OWNED BY CRYSTAL LAKE LAND HOLDINGS, LLC, PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2025-024, Agreement Between The Dive Place II, LLC, and the City of Fruitland Park for the use of Gardenia Park Swimming Pool for Scuba Diving Lessons**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE DIVE PLACE II, LLC, AND THE CITY OF FRUITLAND PARK FOR USE OF THE GARDENIA PARK SWIMMING POOL FOR SCUBA DIVING LESSONS; PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

- 8. (a) City Manager**
- i. Discuss Naming a City Park in Honor of the late Commissioner Chris Bell**
- (b) City Attorney**
- i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
 - ii. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**

9. UNFINISHED BUSINESS

10. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza III

(b) Vice Mayor DeGrave

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER:

Thursday, April 24th

Commission Meeting

Saturday, May 3rd

Fruitland Park Cleanup Day
9:00 a.m. - 12:00 noon

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3a

ITEM TITLE: Proclamation to Honor Commissioner Chris Bell

MEETING DATE: Thursday, April 10, 2025

DATE SUBMITTED: Wednesday, April 2, 2025

SUBMITTED BY: City Manager/Mayor/City Clerk

BRIEF NARRATIVE: This is a Proclamation honoring the service and the life of the late City Commissioner Christopher J. Bell.

(a) Read and Present Proclamation

FUNDS BUDGETED: None

ATTACHMENTS: Proclamation

RECOMMENDATION: Present the Proclamation to the family of Chris Bell

ACTION:



WHEREAS, Commissioner Christopher “Chris” James Bell moved to the City of Fruitland Park with his family in 1977; and

WHEREAS, Commissioner Bell attended and graduated from Leesburg High School and Lake Sumter Community College, where he met his wife, Joyce. Commissioner Bell and his wife have raised their family and have operated a business in the City of Fruitland Park, the community they cherish; and

WHEREAS, Commissioner Bell served the City of Fruitland Park as a member of the Planning and Zoning Commission from November 22, 1993, until he was elected to the City Commission; and

WHEREAS, Commissioner Bell was elected to the City Commission on November 8, 1994, and in 2005, he was elected Mayor and served until 2016. He became Mayor during the last election where the position was filled by a vote of the residents. Commissioner Bell continued his faithful service on the City Commission until March 26, 2025; and

WHEREAS, Commissioner Bell aspired to improve the City and its services, with his main focus on bringing a Parks and Recreation program to serve the community and engage local youth, and he worked hard to secure grant funds to help see his vision through; and

WHEREAS, during Commissioner Bell’s time on the Commission, his vision came to fruition as parks were developed, and eventually a Parks and Recreation Department was established. After adoption of the City’s Comprehensive Plan, the City designed and constructed a community swimming pool, a skateboard park, a Community Center (Gardenia Center), a new Library and a new City Hall. In addition, Fruitland Park property owners were connected to the City’s wastewater system, including the US Highway 27/441 Corridor, and much more, all without any increase in taxes, and Commissioner Bell took an active role in advocating for and approving a new Public Works Facility, and he worked on planning and design for the Public Safety building that is currently being built to serve the citizens of Fruitland Park; and

WHEREAS, Commissioner Bell was not only active and faithful to the City of Fruitland Park, but he was also an active member of the Lake County League of Cities where he served a term as President during his early year, and again for three more nonconsecutive terms. He served a total of fourteen years on the Lake County League of Cities Executive Board and was instrumental in reviving the Annual Lake County League of Cities Sponsor’s Event in 2006. Commissioner Bell also served as Lake County League of Cities Appointment on the Sales Tax Oversight Committee, the Lake County EMS Board of Directors, the Lake County Parks and Trails Advisory Committee, and he was involved with the last two renewals of the Penny Sales Tax. Commissioner Bell did not stop there, he was involved in the Florida League of Cities and showed his support for municipal government through his attendance at many annual conferences, his participation on the Advocacy Committees and his service on the Florida League of Cities Nominating Committee; and

WHEREAS, Commissioner Bell, during his thirty plus years in office, remained faithful with a commitment to the City and its best interests. Commissioner Bell was highly regarded as one of the most resolute elected officials on the City Commission – a true testament of the voters’ confidence through his leadership, hard work, and his passion to serve; and

WHEREAS, Commissioner Bell was known, on a personal level, to be humble, accessible, and caring; he had an impeccable ability to serve people, he loved God, he loved his family, and he loved his City. All of this was clearly demonstrated through his responsible stewardship, his involvement in City activities, his fiduciary duty, and his attention to detail.

NOW, THEREFORE, BE IT PROCLAIMED that I “Chris Cheshire, Mayor of the City of Fruitland Park, Florida”, on behalf of the city commission, staff and citizens, do hereby proclaim *April 10, 2025 as “CHRISTOPHER JAMES BELL DAY”* in the City of Fruitland Park; and I encourage the residents of the City of Fruitland Park to celebrate the vast accomplishments of Commissioner Chris Bell while he served faithfully on the City Commission through the many years of devoted, selfless and loyal service. I would also like to extend my heartfelt gratitude for the legacy that Commissioner Bell has left behind by having contributed to making the city a better place to work, live and play. Commissioner Bell was a pillar of this community, and while we wish his family peace and comfort, let it not be lost upon anyone that he will be missed now and for years to come. Commissioner Chris Bell certainly left his legacy on the City of Fruitland Park through the extraordinary example of being a public servant.

DATED this 10th day of April 2025.

ATTEST:

Chris Cheshire, Mayor

Gwen Johns, City Clerk

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a

ITEM TITLE: Draft Meeting Minutes

MEETING DATE: Thursday, April 10, 2025

DATE SUBMITTED: Wednesday, April 2, 2025

SUBMITTED BY: (See below)

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

(a) Regular Minutes dated March 27, 2025 (city clerk)

FUNDS BUDGETED: None

ATTACHMENTS: March 27, 2025 Regular City Commission Meeting Minutes

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
March 27, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, March 27, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioner Joseph “Joey” Cosenza, and Commissioner John Mobilian

Members Absent: Commissioner Chris Bell

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, City Treasurer Gary Bachman; Deputy Finance Director Kimberly Gehrke, Interim Police Chief Henry Rains; Administrative Assistant Lainey Flournoy Human Resources Director John Klein; Administrative Assistant Emily Church, Permit Tech Brenda Sigala, Administrative Manager Sharon Williams, Interim Community Development Director Michael Rankin, Public Works Director Robb Dicus, Recreation Director Michelle Yoder, Police Lieutenant Hilberer, Sergeant Hedit, Sergeant Flanary, Sergeant Corman, SRO Poesie, Detective Festa, Officer Richetti Lieutenant Cox, Lieutenant Brown, Sergeant Buehler, Sr. Officer Wildeman Stuart, K9 Officer Williams, Officer Heffler, and Trooper Wildeman.

Total Attending: 59

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Pastor Greg Yarborough of Trinity Assembly, gave the invocation and Interim Police Chief Rains led in the Pledge of Allegiance to the flag.

ACTION: No action was taken.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting. He then requested that Ms. Johns call the roll where a quorum was declared present.

ACTION: No action was taken.

3. PRESENTATIONS

(a) Police Department Awards (city manager/interim police chief)

Henry Rains, Interim Chief of Police, presented the following awards to officers of the City of Fruitland Park Law Enforcement Agency:

Service Above Self Award
Officer of the Year Award
Drug Interdiction Excellence Award
Excellence in Professional Development Award

Sergeant Brad Heidt
Senior Officer Natasha Wildeman-Stuart
Officer Kaleigh Richetti
K9 Officer Williams and K9 Star

Chief Rains provided a brief description of each award and a summary of why each recipient was chosen for the award they received.

ACTION: The awards were presented by Interim Police Chief Henry Rains.

(b) VetFest 2025 Presentation (city manager/interim police chief)

The 2025 Dave Robey Vetfest, hosted by American Legion Post 219, was a resounding success. Commander Larry Miller presented Chief Rains with a check for \$3,000, a donation that will support departmental initiatives, enhance public safety, and provide resources for officer wellness and training.

ACTION: The Presentation was made by Commander Larry Miller to Interim Police Chief Rains.

(c) Proclamation – Recognition of Commissioner John Mobilian (city manager/city commission)

Mayor Cheshire read a Proclamation, recognizing Commissioner John Mobilian and thanking him for his service to the City of Fruitland Park.

ACTION: The Proclamation was presented to Commission Mobilian, and he was given the opportunity to share his sentiments.

3. CONSENT AGENDA

(a) Approval of Minutes – March 13, 2025, Regular Meeting.

(b) Resolution 2025-020 Public Risk Management (PRM) Board Appointment

(c) Approval of the Purchase of a Sewer Utility Crane Truck from Rush Truck Center Using Sourcewell Purchasing Cooperative Contract #032824-RTG for \$128,860

ACTION: A motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the City Commission approve the consent agenda, as presented. The motion carried by a unanimous vote.

4. REGULAR AGENDA

- (a) Resolution 2025-021 Contract Approval of D.B. Civil Construction's Bid Proposal for 16-Inch Water Main Improvements from Cooke Street to Spring Lake Road (Reserve at Spring Lake Water Main Improvements)**

Ms. Geraci-Carver read into the proposed Resolution 2025-021, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AWARDED BID NO. 2025-01 TO DB CIVIL CONSTRUCTION, LLC AND APPROVING THE EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND DB CIVIL CONSTRUCTION, LLC PURSUANT TO INVITATION TO BID NUMBER 2025-01 FOR CITY OF FRUITLAND PARK RESERVE AT SPRING LAKE WATER MAIN IMPROVEMENTS IN THE AMOUNT OF \$639,980.00; AUTHORIZING THE MAYOR TO SIGN THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2025-021 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

5. PUBLIC HEARING – There were none.

6. QUASI-JUDICIAL PUBLIC HEARING – There were none.

7. (a) City Manager

City Manager Manila stated that regarding the removal of junk vehicles, Kling Towing is a company that would take ownership and tow away unwanted vehicles at no cost. She noted that this would be an option in addition to the previously discussed use of CRA funds.

(b) City Attorney

- i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628** – Ms. Geraci-Carver did not have any additional updates.
- ii. Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – Ms. Geraci-Carver did not have any additional updates.

9. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: No action was taken.

10. PUBLIC COMMENTS

Chuck Padgett, Pastor of Trinity Assembly of God, thanked the Commissioners and staff members for their dedication to the City.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

ACTION: Nothing to report.

(b) Commissioner Mobilian

ACTION: Commissioner Mobilian expressed his sentiments about having served as a Fruitland Park City Commissioner. He thanked the public, his fellow Commissioners and staff for their hard work and dedication.

(c) Commissioner Bell

Commissioner Bell was not present at the meeting.

(d) Vice Mayor DeGrave

ACTION: Vice Mayor DeGrave expressed his condolences to the family of Chris Bell and stated that he would be missed on the Commission and by the community. He also wished Commissioner Mobilian well and stated he would miss serving with him.

Vice Mayor DeGrave stated that he recently toured the Reworld Waste-to-Energy Facility and encouraged anyone who might be interested to contact Jose Bascom, of Waste Management, and schedule a tour. He also noted that there is a presentation available to municipalities.

Mayor Cheshire expressed his condolences to the family of Chris Bell.

12. MAYOR'S COMMENTS

a. Dates to Remember

Mayor Cheshire announced the following events:

Friday, March 28 th	Friday Night Street Party 6:00 p.m. – 9:00 p.m.
Saturday, March 29 th	Fruitland Park Day 10:00 a.m. – 3:00 p.m.
Thursday, April 10 th	City Commission Meeting

13. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4b

ITEM TITLE: Approve Purchase of Sewer Utility Crane Truck From Rush Truck Center Using Sourcewell Purchasing Cooperative contract # 032824-RTG for \$129,860.00, Not to Exceed \$131,000.00.

MEETING DATE: April 10, 2025

DATE SUBMITTED: March 31, 2025

SUBMITTED BY: City Manager/Public Works Director

BRIEF NARRATIVE: On March 27, 2025, the City Commission approved purchase of a Sewer Utility Crane Truck from Rush Truck Center in an amount of \$128,860.00. Subsequently, a revised proposal was received which included the lights and backup beeper for the vehicle. The new vehicle cost will include a net increase of \$1,000.00, which will total \$129,860.00, with the cost not to exceed \$131,000.00. Staff is seeking approval for the purchase of a 2024 Ford F450 truck that is upfitted with a utility body bed and an attached 16-foot telescoping crane from Rush Truck Centers in Orlando. This approval will also include installation of the backup beeper and lights for the truck. This purchase is being made under Sourcewell Purchasing Cooperative contract # 032824-RTG which fulfills our competitive bid requirements.

The new truck will replace a 2008 Ford F-450 crane truck. The current truck is 17 years old and has frequent issues requiring it to be out of service while in the shop for repairs. Having this truck readily available is essential. It is used to tow heavy equipment used in daily operations. It is also essential to have the crane available for lift station and utility repairs. Additionally, the current truck does not have the bumper pull towing capacity to safely tow the fully loaded vactron. The new F-450 has a bumper pull towing capacity of 22,000 lbs. making the towing of that piece of equipment safer. The 2008 truck will be retained as a backup for the new truck as the crane on it will still be useful for lift station repairs.

The new truck purchase is included in the FY 2024/25 adopted budget for \$150,000 under capital outlay 300-540-541-60640. The budget is sufficient to cover the cost of the truck as well as the installation of safety equipment.

This item is accompanied by an updated proposal which includes the four corner strobe lights and the backup beeper. The new price is still less than the original approved price.

FUNDS BUDGETED: \$150,000 300-540-541-60640

ATTACHMENTS: Ford manufacturing window sticker
Knapheidi utility bed and crane upfit quote
Rush Truck Centers customer proposal letter
Rush Truck Centers revised customer proposal letter
Sourcewell contract #032824-RTG Quote
Sourcewell Contract

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve the Purchase of a Sewer Utility Crane Truck with safety equipment from Rush Truck Center

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RESOLUTION 2025-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PURCHASE FROM RUSH TRUCK CENTER, ORLANDO LIGHT & MEDIUM DUTY, A 2024 FORD F-450 TRUCK INCLUDING COMMERCIAL UPFITTING IN THE AMOUNT NOT TO EXCEED \$131,000.00 FOR THE FRUITLAND PARK PUBLIC WORKS DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXPEND THE FUNDS; REPEALING APPROVAL OF THE PROPOSAL LETTER APPROVED MARCH 27, 2025; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to purchase a heavy duty truck for the public works department and budgeted funds for such purpose; and

WHEREAS, the City Commission finds acquisition of a heavy duty truck for the public works department serves a valid public purpose and desires to authorize funds for such purpose; and

WHEREAS, the City Commission voted at a public meeting held March 27, 2025 to approve Rush Truck Center, Orlando Light & Medium Duty Customer Proposal Letter in the amount of \$128,860; however, the City Commission desires to rescind its approval of the Proposal Letter, and instead approve the Retail Sales Order; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to accept the Retail Sales Order dated March 28, 2025 from Rush Truck Center, Orlando Light & Medium Duty in the estimated amount of \$129,860.00, but authorizing the city manager to expend up to \$131,000.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Retail Sales Order dated March 28, 2025 from Rush Truck Center, Orlando Light & Medium Duty in the estimated amount of \$129,860.00, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the City Manager to spend funds in the amount not to exceed \$131,000.00.

Section 3. The Commission repeals its approval of March 27, 2025 of the Rush Truck Center, Orlando Light & Medium Duty Customer Proposal Letter in the amount of \$128,860.

Section 4. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of _____, 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner vacant	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner vacant	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney


ford.com

VEHICLE DESCRIPTION

SUPER DUTY

RD **A05130**

2024 F450 4X4 REG CHASSIS
XL 169" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER
PREFERRED EQUIPMENT PKG.650A
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTO TORQSHIFT
225/70R19.5G TRACTION TIRES
4.10 RATIO LIMITED SLIP AXLE
FRONT LICENSE PLATE BRACKET
PLATFORM RUNNING BOARDS
16500# GVWR PACKAGE
ENGINE BLOCK HEATER
50 STATE EMISSIONS
SPARE TIRE AND WHEEL DELETE
CENTER HIGH MOUNT STOP LAMP
JACK
DUAL BATTERY
REAR VIEW CAMERA & PREP KIT
XL CHROME PACKAGE
.FOG LAMPS
.REMOTE START SYSTEM

9,995.00
NO CHARGE
190.00
395.00
NO CHARGE
320.00
100.00
NO CHARGE
85.00
NO CHARGE
55.00
NO CHARGE
415.00
225.00

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

\$55,820.00
11,610.00
67,430.00
1,995.00

(MSRP)

RAMP ONE

RA14

RAMP TWO

RAIL

ITEM #:

24-D461 O/T 59

TOTAL MSRP

\$69,425.00


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SPECIAL ORDER

R918 R 6B 2X 420 000025 04 18 24

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EPA
DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

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Calculate personalized estimates and compare vehicles



47 BUILT YEARS TOUGH

F-SERIES

AMERICA'S BEST SELLING TRUCKS

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*Based on 1977–2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FDUF4HT4RDA05130



 **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, v vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phl lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

1 13

ices may apply. Text HELP for help



www.ford.com/help/privacy-terms/



Customer: RUSH TRUCK CENTER-DIVERSIFIED
2350 DIVERSIFIED WAY
ORLANDO FL 32804

Contact:

Phone: 800-432-0811
Fax: 1-407-298-1850

Enduser:

Make: FORD	Model:	Year:	Single/Dual: DRW
Cab Type:	Wheelbase:	Cab-to-Axle: 84.0	VIN: 1FDUF4HT4RDA05130

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		Standard Service body installed and painted white.	\$28,347.00	\$28,347.00
1	KNAP 6132D54-CRK	PRICES INCLUDE THE FOLLOWING STANDARD FEATURES: 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMP. * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET AND CURB SIDE SECOND FRONT VERTICAL COMP. * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & GAS SPRING DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES FOR KNAPHEIDE LIGHTS CRK = CRANE REINFORCEMENT KIT, INSTALLED (NO HOLES) NOTE: CORNER MOUNTED CRANE KIT FOR CURBSIDE REAR COMPARTMENT AND RATED FOR CRANES UP TO 4,000 LBS. CAPACITY (16,000 FT-LBS. MAXIMUM). COMPATIBLE CRANES ARE THE AUTOCRANE EC-2X, EHC-3, EHC-4		



QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		(RECT. BASE), IMT 3203I/1015 OR VENTURO DT7K.		
2	DUPO 15305S	CENTARI PRO ACTIVATOR (MEDIUM)		
2	DUPO 15385S	PAINT REDUCER		
5	DUPO 15P85002	CENTARI PRO WHITE TOPCOAT		
2	SHER SW212	REDUCER MEDIUM		
12	MISC SUPPLIES	SUPPLY ITEMS		
25	PAIN MAT	PAINTING MATERIALS		
51	KNAP 12221958	DOOR SEAL (PRICED PER FOOT - SOLD IN 500 FT INCREMENTS) - LOOSE		
1	EWB 6807-7WY-EXT	28"7 WAY HARNESSEXTENSION		
1	EWB 20170980	KNAP S/B WIDE BODY LIGHT 2020		
1	KNAP 20128850	LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR STEEL SERVICE BODY (80" & WIDER BODY ALSO ORDER 20170980) - LOOSE		
1	KNAP 20095530	FORD 60", 84", 108", OR 120" CA,2017 & NEWER, QUICK MOUNT KIT FOR 6" UNDERSTRUCTURE - LOOSE		
1	KNAP 77007987	OUTRIGGER RECEIVER BUMPER FOR SERVICE BODIES WITH CRANE REINFORCEMENT KIT - ALL EXCEPT RAM - INSTALLED		
1	KNAP 77013050	CRANE REINFORCEMENT KIT FOR STELLAR 3315 / 4420 / 4421 / EC3200 / EC4000 / EC2K-P		
1	KNAP 35346424	2023 FORD CAB CHAS FASFLSH KIT		
1	STEL 12646S	Outrigger manual out / crank MAN OUT & DOWN		
1	JOSA SPRING WORK	SPRING WORK		
1		CRANE	\$27,231.83	\$27,231.83
1	STEL 50227S	EC4000 16' TELESCOPIC CRANE 16 12 VOLT CRANE WITH 16' REACH		
1	STEL 43949	BOOM SUPPORT		
1	STEL 52507	FIXED FLAT BOOM SUPPORT 14.38 EC4/5/6000		
1	BUYE CB150PB	CIRCUIT BREAKER 150 AMP MANUAL		
1	BUYE SW700	SWITCH W/FACE PLATE		
1	KTEC CRK STABILITY	CRANE STABILITY TEST		
1	KTEC OEM CAMERA	OEM CAMERA	\$280.00	\$280.00
1	MISC DELIVERY-B	DELIVERY - OUT OF LOCAL AREA	\$50.00	\$50.00
1	KTEC LED 8 COMPT	8 COMPARTMENT LED LIGHTS	\$1,473.90	\$1,473.90
6	BUYE 5623654	36" LED LIGHT		



QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
2	BUYE 5624872	"48 LED LIGHT		
1	KTEC-UB132CATOP-CP-K	SPRAY LINER - 11' UTILITY BODY CARGO AREA AND COMPARTMENT TOPS	\$1,377.00	\$1,377.00
30	CHEM 7025-A-30000-D5	7025-A-30000-D55ROH		
30	CHEM 7025-B-20000-S0	7025-B-20000-S08-D55BOH		
1	LAB LINER	SPRAYLINER HOURS		
1	KTEC-UB INST BMPR-K	SPRAY LINER - UTILITY BODY BUMPER - EXISTING BUMPER (PRE-INSTALLED)	\$432.50	\$432.50
7	CHEM 7025-A-30000-D5	7025-A-30000-D55ROH		
7	CHEM 7025-B-20000-S0	7025-B-20000-S08-D55BOH		
1	LAB LINER	SPRAYLINER HOURS		
1	CHASSIS REASSIGN	CHASSIS REASSIGNMENT		

Quote Total: **\$59,192.23**

Discount: **(\$240.00)**

Total Due(Sales tax not included): **\$58,952.23**

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	BACK UP ALARM 97DB STD.	\$105.00	\$105.00	Yes / No
1	4 CORNER CLEAR LED STROBES	\$844.00	\$844.00	Yes / No
4	LED SINGLE CORNER CLEAR			Yes / No
1	ROAD READY KIT	\$148.00	\$148.00	Yes / No
1	EMERGENCY KIT W/RED POLY BOX Fire extinguisher 3 20-min flares 3 triangles Deluxe First Aid Kit			Yes / No
1	FIRST AID KIT FOR ROAD READY KIT			Yes / No
1	CAB GUARD CENTER SECTION 54" WIDE FOR STANDARD AND F40 SERVICE BODIES - POWDER COAT KNAP WHITE -	\$1,072.97	\$1,072.97	Yes / No
1	CAB GUARD LEFT WING KIT FOR STANDARD SERVICE BODIES - POWDER COAT KNAP WHITE - LOOSE	\$387.72	\$387.72	Yes / No



QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	CAB GUARD RIGHT WING KIT FOR STANDARD SERVICE BODIES - POWDER COAT KNAP WHITE	\$387.72	\$387.72	Yes / No
1	CTECH 6 DRAWER UNIT (3-3", 2-5", 1-7"), 28.0"W X 29.8"H X 17.5"D	\$2,658.93	\$2,658.93	Yes / No
1	4 TO 7 WAY PLUG	\$188.18	\$188.18	Yes / No
1	MASTER LOCKING SYSTEM 132" SERVICE BODIES, 30 CRANE BODIES, 6127D-RT, 6121HC, 6133HC, 6109BHC, 6127BHC & 6133BHC LINE BODIES, 6129-FT/RP - INSTALLED	\$631.59	\$631.59	Yes / No
1	12" GRAB HANDLE, STREET SIDE REAR END PANEL - INSTALLED	\$141.13	\$141.13	Yes / No
1	12" GRAB HANDLE, CURB SIDE REAR END PANEL - INSTALLED	\$141.13	\$141.13	Yes / No
1	CARGO TIE DOWNS, SIX - INSTALLED	\$404.21	\$404.21	Yes / No

Notes:
1FDUF4HT4RDA05130 OTG
2024 F-450 84CA DRW DIESEL 4X4

This Quote is subject to the following terms and conditions:

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⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Equipment, Products and Services will be offered for sale to Participating Entities through Supplier and its affiliates as stated in Supplier's Proposal. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, brought or alleged by unaffiliated third parties arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the negligent act or omission of Supplier relating to the Equipment, Products, or Services provided by Supplier under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

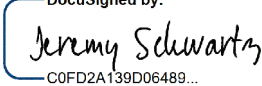
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

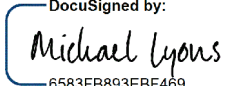
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Rush Truck Centers of Texas, L.P.

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/16/2024 | 5:23 PM CDT

DocuSigned by:

6583FB893EBF469...

By: _____
Michael Lyons
Title: Associate General Counsel
Date: 7/16/2024 | 4:41 PM CDT

Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Rush Enterprises

Does your company conduct business under any other name? If yes, please state: Rush Truck Centers of Texas, LP

Address: 555 IH 35 S.
New Braunfels, Texas 78130

Contact: Colton Kruse

Email: krusec@rushenterprises.com

Phone: 830-302-5200 5219

HST#: 74-2786264

Submission Details

Created On: Saturday March 23, 2024 12:59:22

Submitted On: Thursday March 28, 2024 14:25:34

Submitted By: Colton Kruse

Email: krusec@rushenterprises.com

Transaction #: 2a729aea-e652-4465-b1a3-ec0fab14dedf

Submitter's IP Address: 155.190.8.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract: Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truck Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester Other Rush locations that can support ancillary parts and service needs are: Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville , Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City , Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls , Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City , Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Leviston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George ,Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79 List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.	*
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130	*
6	Proposer website address (or addresses):	www.rushtruckcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of \$7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB. Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible. At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts and can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.	+
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.	+
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported \$7.92B in revenue. We have attached our most recent SEC filing in the document upload section.	+
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.	+
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.	+
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	+
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.	+
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.	+
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.	+

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.	+
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.	+
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.	+
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of \$39.5MM.	+
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.	+

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Austin, Texas	Janet Opheim	(512) 978-2634	*
City of Euless, Texas	Kyle McAdams	(817) 685-1598	*
City of DeSoto, Texas	Wade Williams	(972) 230-5714	*
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840	
City of Houston, Texas	Daniel Davis	(281) 740-8030	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	\$21,700,396.98	*
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	\$28,355,662.56	*
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	\$18,650,715.50	*
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the the Illinois Department of Transportation.	104	\$14,934,920.93	*
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	\$8,835,185.02	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.	*
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains \$350MM in on hand parts inventory nationwide. This provides the ability the move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.	*
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcwell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcwell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcwell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.	*
34	Identify any Sourcwell 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?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcwell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.	+
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.	+
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.	+
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations across the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.	+

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.	+
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.	+
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to similarly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.	+
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.	+
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.	+
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.	+

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.	+
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.	+
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.	+
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.	+
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.	+
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.	+
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.	+

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).	+
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.	+
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't be registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.	+
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.	+

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15% Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcwell member looking to purchase 10 or more units, please contact us for additional price concession.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcwell member while minimizing associated costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcwell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Rush is prepared to offer a per unit fee of: \$400.00 for all units class 3-5 \$750.00 for all units class 6-8	*

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcwell member (once approved by Rush Truck Centers risk team).
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcwell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcwell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcwell members.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.
75	Class 5 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
77	Class 7 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
78	Class 8 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☒ Yes ☐ No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn't currently available, once made available to Rush Truck Centers, we intend to work with Sourcewell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☐ Yes ☒ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - 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.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
 - [Financial Strength and Stability](#) - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
 - [Standard Transaction Document Samples](#) - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
 - [Requested Exceptions](#) - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush_revisions.docx - Tuesday March 26, 2024 11:39:46
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

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

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 19 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

Sourcewell Contract Number: 032824-RTG

Remit P.O.s To: munisales@rushenterprises.com

Date Prepared: 3/14/2025

Vendor:	<i>Rush Truck Center</i>		
Contact for Vendor:	<i>Colton Kruse</i>	Vendor Phone:	<i>(830) 302-5219</i>
Participating Agency #:	<i>179138</i>	Participating Agency:	<i>City of Fruitland Park, FL</i>
Agency Contact:	<i>Robb Dicus</i>	Agency Phone:	<i>(352) 360-6795</i>
Product Description:	<i>Ford F-450 Crane Body</i>		

OEM Chassis MSRP:		\$	69,425.00
Sourcewell Discount:	1.50%	\$	(1,041.38)
Unit Price before Upfit		\$	68,383.63
Expected Floorplan Expense:		\$	1,198.31
Storage/Service Pack		\$	1,975.00
Final Delivery Inspection/Wash		\$	525.00
Upfit:		\$	56,295.06

Knaphiede Crane Body with Options

Freight to End User:	\$	-
Extended Warranty:	\$	-
Rush Care Service Subscription:	\$	-
Additonal Incentives/Credits:	\$	-
Government Grant/Assistance:	\$	-
State Applicable Sales Tax:	\$	-
State Applicable Fees:	\$	483.00
Sales Price Per Unit:	\$	128,860.00

Quantity Ordered:	1
Total Participating Agency CAPEX:	\$ 128,860.00

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a

ITEM TITLE:	Resolution 2025-019 Variance of minimum lot width; Property located at 1108 Lake Myrtle Breezes. Petitioner: Crystal Lake Land Holdings, LLC
MEETING DATE:	April 10, 2025
DATE SUBMITTED:	March 24, 2025
SUBMITTED BY:	City Attorney/City Manager/Community Development Director
BRIEF NARRATIVE:	Owner is requesting a variance of the minimum lot width from 80' to 70' for 1108 Myrtle Breezes Court. The City approved a lot line deviation between Lots 8, 9 and 10 in November 2009. This resulted in the remaining portion of Lot 10 not meeting the minimum requirement of an 80' width at the building setback lines on cul-de-sacs and curves pursuant to the City's LDRs. Resolution 2022-040 (Variance) was previously approved but subsequently expired December 8, 2024.
FUNDS REQUIRED:	None
ATTACHMENTS:	Draft Resolution 2025-019, location map, sketch of survey, justification letter, staff report dated 12/30/24 and proof of advertising.
RECOMMENDATION:	P & Z Board approved Resolution 2025-019 at its March 20, 2025 meeting.
ACTION:	

RESOLUTION 2025-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS TO REDUCE THE MINIMUM LOT WIDTH FROM 80 FEET TO 70 FEET AS MEASURED ALONG THE BUILDING SETBACK LINE ON THE SUBJECT PROPERTY LOCATED AT 1108 MYRTLE BREEZES COURT AND OWNED BY CRYSTAL LAKE LAND HOLDINGS, LLC, PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Crystal Lake Land Holdings, LLC has petitioned for a variance for its real property, located at 1108 Myrtle Breezes Court, in the City of Fruitland Park, Florida; and

WHEREAS, the owner requests a variance from the City of Fruitland Park requirement pertaining to the minimum lot width requirement at the building setback line;

WHEREAS, to accommodate the existing lot a variance from the minimum lot width requirements contained in the City of Fruitland Park's Land Development Regulations is required;

WHEREAS, the owner requests a variance to the following LDR requirements:

- Chapter 154, Section 154.030(2)(E)(ii) Lot Width at Building Setback Line

WHEREAS, this request has met the public notice requirements set forth in Chapter 168 of the City of Fruitland Park Land Development Regulations; and

WHEREAS, the City Commission has considered the petition in accordance with standards for the granting of variances contained in Chapter 168, City of Fruitland Park Land Development Regulations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, as follows:

1. The petition for variance filed by Crystal Lake Land Holdings, LLC for property located at 1108 Myrtle Breezes Court, in the City of Fruitland Park, Florida, more particularly described as:

LEGAL DESCRIPTION:

Lot 10 of Lake Myrtle Breezes, as shown on the plat Book 56, Page(s) 95 and 96, Public Records of Lake County, Florida. Less and Except that portion amended by the

lot line deviation recorded in Official Records Book 3902, Page 307, Public Records of Lake County, described as follows: Begin at the Northwesterly corner of said Lot 10; thence run South 05°52 '29" West a distance of 457.82 feet to Southwest corner of said Lot 10, thence run North 0°26 '17" East along said West line of Lot 10 a distance of 393.43 feet , thence run North 35°16 '12" East a distance of 75.93 feet to the Point of Beginning.

Parcel Alternate Key No. 3845251

is **GRANTED** as follows:

1. A variance to Chapter 154, Section 154.030(2)(E)(ii) minimum lot width requirements at the building setback line from 80' to 70' on a cul-de-sac or a curve measured along the building setback line.
2. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original resolution or a certified copy of the resolution and attaching the correct legal description.
3. This variance shall become effective immediately on its approval and adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2025.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

Approved as to Form:

City Clerk

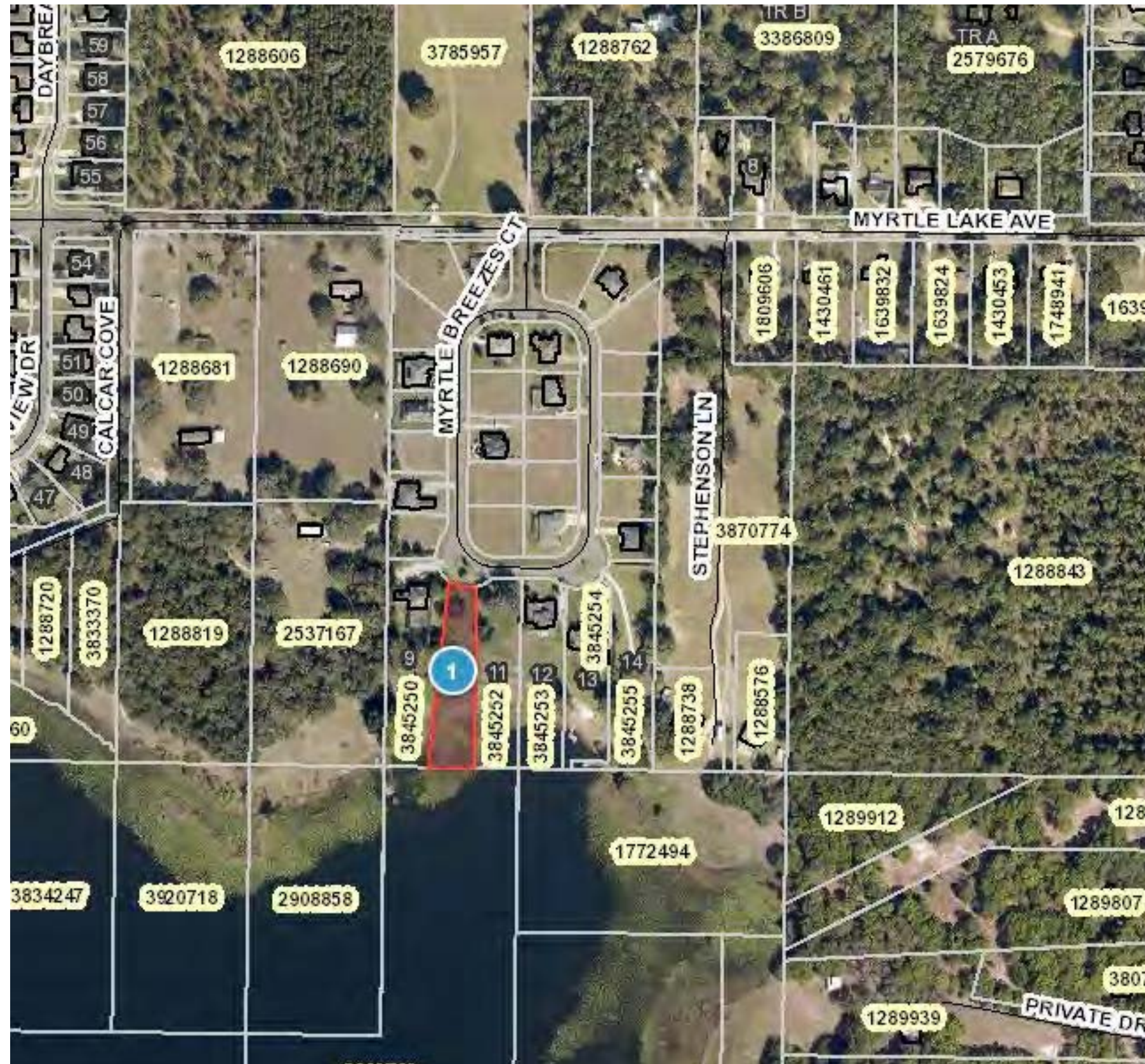
Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice-Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner _____	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Passed First Reading

(SEAL)

Fruitland Park, FL

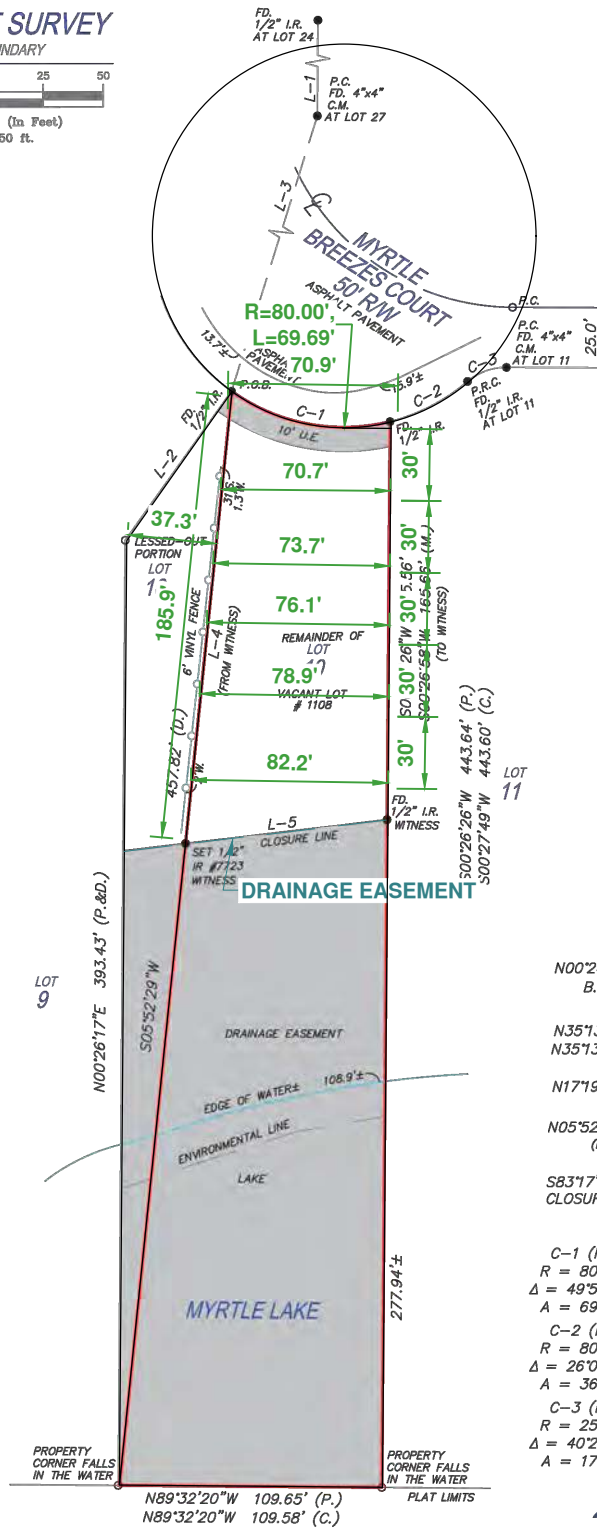
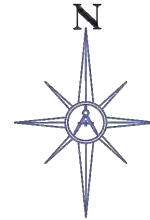


Sheet Title:

Exhibit A
(Aerial Photo)

SKETCH OF SURVEY

TYPE OF SURVEY: BOUNDARY



L-1
N00°20'52"E 379.57' (P.)
B.R. 379.99' (M.)

L-2
N35°13'32"E 65.85' (P.)
N35°13'32"E 75.93' (D.)

L-3
N17°19'21"E 141.55' (M.)

L-4
N05°52'29"E 209.42' (M.)
(FROM WITNESS)

L-5
S83°17'18"W 84.41' (M.)
CLOSURE LINE

C-1 (P.) C-1 (M.)
R = 80.00' R = 80.00'
 $\Delta = 49°50'24"$ $\Delta = 49°36'57"$
A = 69.59' A = 69.28'

C-2 (P.) C-2 (M.)
R = 80.00' R = 80.00'
 $\Delta = 26°06'05"$ $\Delta = 26°13'11"$
A = 36.44' A = 36.61'

C-3 (P.) C-3 (M.)
R = 25.00' R = 25.00'
 $\Delta = 40°29'08"$ $\Delta = 40°17'29"$
A = 17.67' A = 17.58'

22-0433
PAGE 2 OF 2

December 19th 2024

Community Development Department, City of Fruitland Park

Attn: Mrs. Sharon Williams

506 W Berckman Street

Fruitland Park FL 34731

Re: Request For Variance
1108 Myrtle Breezes Ct
Fruitland Park FL

Dear Mrs. Williams

We hereby request a variance to the minimum lot width set forth in your land development code for a zoning district R-2. The requirement is 80Ft and the lot has a 70.3ft at 30ft from the street right of way.

Justification.

1. The lot has a width larger than 80 ft in more then half the lot.
2. The required side setbacks will remain
3. No other variances are needed
4. The lot was split by a previous owner and the current owner didn't know.
5. Required Services are already available without Construction of additional improvements
6. The granting of a variance is consistent with the overall intent of the LDC, and will not be injurious to the surrounding properties or detrimental to the public welfare.

The Intent of this Variance is to conclude a sale to a builder, so a new home can be built on the developed lot. I hope that you find our request acceptable.

Thank you

A handwritten signature in black ink, appearing to be "E. C.", is located below the "Thank you" text.

**CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC**

VARIANCE

Owner: Crystal Lake Land Holdings, LLC

Applicant: Eric Coe

General Location: 1108 Myrtle Breezes Court

Number of Acres: 0.33 ± acres

Existing Zoning: R-4

Existing Land Use: Single Family Medium Density (4 units/acre)

Date: December 30, 2024

Description of Project

The applicant is requesting a variance for a minimum lot width from 80' to 70' at the building setback line for lots located on a cul-de-sac or curve. At the time of the previous lot line deviation, the building setback line was 30' from the front property line. The current regulations require a minimum front building setback of 20' from the front property line.

	Surrounding Zoning	Surrounding Land Use
North	R-4	SF Medium Density (4 units/acre)
South	Myrtle Lake	Conservation Open Space
East	R-4	SF Medium Density (4 units/acre)
West	R-4	SF Medium Density (4 units/acre)

Assessment

Chapter 168, Section 168.010(f) lists the review criteria to be considered by the Planning and Zoning Board and City Commission.

1)Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: *The applicant indicated that the lot line deviation was conducted by a previous property owner. Staff reviewed the application and other data regarding the previous lot split and found the following:*

On November 8, 2009 the City of Fruitland Park approved a lot line deviation between Lots 8, 9 and 10 (Appendix A) pursuant to Chapter 157, Section 157.050. This transaction reduced the lot width of Lot 10 in the northern portion of the lot by approximately thirty-six feet (36'); however, the frontage along the roadway remained the same. Lot 10 is approximately 75' wide versus approximately 110' wide as platted. The buildable area as a result of the lot line deviation is approximately 14,000 square feet (0.32 acres) versus the 18,146 square feet (0.42) acres as originally platted.

Review of the remaining portion of Lot 10 indicates that the lot width does not meet the minimum requirement of the zoning district which requires 80' width at the building setback line on cul-de-sacs and curves pursuant to the City of Fruitland Park Land Development Regulations (LDRs), Chapter 154, Section 154.040 that were in effect at that time. No variance would be required should the front setback be increased to meet the 80' lot width requirement. Review of the boundary sketch indicates that the front setback would need to be increased to approximately 160' to achieve the width requirement. Taking into consideration rear and side setbacks, the buildable area for a home and accessory structures would be approximately 60' x 25', which is not sufficient and would not be consistent with other homes in the area.

2) The special conditions and circumstances are not the results of actions of the applicant and/or registered property owner.

Response: *The special conditions and circumstances are not the result of actions of the applicant or registered property owner.*

3) Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code, and would work unnecessary undue hardship on the applicant.

The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: *The applicant is requesting a variance from the 80' width requirement to 70.3' at the building setback line (30' from the street right of way) pursuant to Chapter 154, Section 154.030(2)((E)(ii). The request is being made based on a previously approved lot line deviation approved by the City of Fruitland Park on November 8, 2009. The request is the minimum variance necessary to make possible the reasonable use of the land.*

4) Granting of the variance request will not confer on the applicant any special privilege that is denied by the Land Development Code to other lands, buildings or structures in the same zoning district.

Response: *The setbacks of the zoning district are as follows:*

Front – 25' garage

20'

Side – 10'

Rear – 20’

The proposed variance reduces the required lot width at the building setback line; however, the proposed development will still be able to maintain the required minimum building setbacks. Granting of the variance will not confer any special privilege.

5) The granting of the variance will be in harmony with the general intent and purpose of the Land Development Code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: The applicant indicates that the granting of the variance is consistent with the overall intent of the LDC, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Recommendation

Staff recommends approval of the variance.

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01240886** in the matter of

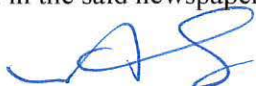
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

MARCH 11, 2025

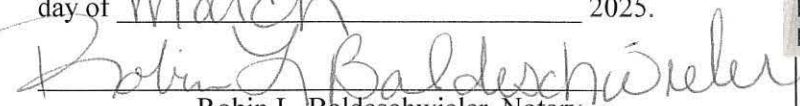
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

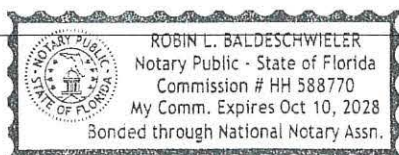


(Signature Of Affiant)

Sworn to and subscribed before me this 11
day of March 2025.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING RESOLUTION 2025-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATIONS (LDR) RULE OF MINIMUM LOT WIDTH AT BUILDING SETBACK LINE FROM 80' TO 70' ON THE DESCRIBED PROPERTY LOCATED AT 1108 MYRTLE BREEZES COURT IN THE CITY OF FRUITLAND PARK, FLORIDA, OWNED BY CRYSTAL LAKE LAND HOLDINGS, LLC, PROVIDING FOR AN EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolution will be considered at the following public meetings:

Fruitland Park Planning & Zoning Board Meeting on
Thursday, March 20th, 2025
at 6:00 p.m.

Fruitland Park City Commission
Hearing on Thursday, April
10th, 2025 at 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the P&Z Board and/or City Commission from time to time to a date certain. The proposed Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01240886

March 11, 2025

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b**

ITEM TITLE: Resolution 2025-024, Approve an Agreement Between The Dive Place II, LLC, and the City of Fruitland Park

MEETING DATE: Thursday, April 10th, 2025

DATE SUBMITTED: Wednesday, April 2nd, 2025

SUBMITTED BY: Michelle Yoder, Recreation Director

BRIEF NARRATIVE: The City's goal is to partner with The Dive Place II, LLC, to allow the instruction of scuba diving to Fruitland Park residents at the Gardenia Park Pool. The Dive Shop would pay the City \$20 to include an instructor and up to 3 students, \$5 for each additional student. The City would rope off a lane for classes held during open swim hours when not busy. When using the pool after hours the Dive Shop would have to provide their own certified lifeguard. With this partnership the Dive Shop would provide diving professionals and gear free of charge for special events we choose to host. If approved, the agreement would be valid through Sept. 30, 2025.

FUNDS BUDGETED: N/A

ATTACHMENTS: Resolution 2025-024
The Agreement between The Dive Place II, LLC, and the City
Dive Place partnering letter request

RECOMMENDATION: Approval of Agreement between the City of Fruitland Park and The Dive Place II, LLC

ACTION: Approval of Resolution 2025-024

RESOLUTION 2025-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE DIVE PLACE II, LLC AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL FOR SCUBA DIVING LESSONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY") entered into an agreement with The Dive Place II, LLC, a Florida limited liability company ("The Dive Place") to allow The Dive Place to use the pool at Gardenia Park under certain conditions (hereinafter referred to as the "Park"); and

WHEREAS the initial term of the Agreement is thru September 30, 2025; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the agreement is beneficial to the CITY and its residents; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the City and The Dive Place.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between The Dive Place II, LLC, a Florida limited liability company, and the City of Fruitland Park (the "Agreement"), a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 10th day of April, 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

GWEN JOHNS, CITY CLERK

Commissioner vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Consenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

AGREEMENT

This Agreement is made on April 10, 2025 between **The Dive Place II, LLC**, a Florida limited liability company, ("The Dive Place"), 12302 Roper Blvd., Suite 103, Clermont, FL 34711 and the **City of Fruitland Park** for the Parks and Recreation Department ("the City"), 201 West Berckman Street, Fruitland Park, Florida 34731 to use the City's swimming pool to teach scuba diving and City approved scuba diving events to increase interest in scuba diving.

The parties agree to the following terms and conditions: This Agreement between the two parties will be valid until September 30, 2025 except if otherwise terminated as provided below:

1. The Dive Place will pay the City a total of \$20.00 per hour for each hour or partial hour that The Dive Place uses the City's swimming pool for up to 3 students. The hourly rate increases by \$5.00 per student or diver exceeding three. The Dive Place use of the pool located at Gardenia Park shall be non-exclusive. Payment shall be due and payable to the City on or before the first of each month for the preceding month's use of the pool commencing May 1, 2025 and continuing each month as provided for herein for the term of this Agreement.
2. For use that occurs outside of the City's normal operating hours of the pool, The Dive Place shall provide, at its sole expense, a dedicated certified lifeguard on stand whose sole purpose is to guard and shall not be involved with coaching during The Dive Place use of the pool. The lifeguards will be paid directly by The Dive Place. The instructors are limited to: Noel Hansen, Charles Jordan, Chance Hammann, Walter Birriel, Sean Luker and BettyJo (BJ) Bishop. The Dive Place must notify the City in writing of any changes in the permitted instructors.
3. The Dive Place may use the pool to teach scuba diving and City approved scuba diving events to increase interest in scuba diving. The City of Fruitland Park Recreation Director and The Dive Place will work together to determine time schedules for The Dive Place's usage based on availability of the pool. The Dive Place will also provide dive professionals and dive gear free of charge for special events the City hosts.
4. Insurance: The Dive Place, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers' compensation, required to cover its staff, employees, instructors, and lifeguards who are involved in the performance of its obligations pursuant to this Agreement. The Dive Place's insurance shall name the City of Fruitland Park as an additional insured and as a certificate holder. The Dive Place shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of the contract by both parties.

5. City shall not be liable for any and all damages, actions, suits, claims, and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of The Dive Place's use of the pool pursuant to this Agreement. In that regard, The Dive Place shall indemnify and defend and hold harmless City, its officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the terms of this Agreement, including those arising out of injury to or death of any individuals, whether arising before, during, or after use of the pool, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of The Dive Place or its employees, lifeguards, instructors, agents, or volunteers.
6. If The Dive Place fails to make the necessary payment twice in a row, the City may terminate this contract immediately and will be assessed a penalty of two hundred dollars (\$200.00). The Dive Place will be required to pay the City all outstanding monies owed plus the penalty.
7. DISPUTE RESOLUTION.
 - a. The City and The Dive Place acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
 - b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If The Dive Place identifies an issue or the City identified an issue, the issue should be discussed by the Recreation Director of the City and Noel Hansen of The Dive Place, and if possible, resolved at this level.
 - c. If the disagreement cannot be resolved at the initial level, the City Manager of the City and Noel Hansen of The Dive Place shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.
8. The Dive Place shall comply with all applicable childcare regulatory requirements.
9. Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.
10. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement

may not be assigned by either party without the prior written approval of other parties hereto.

11. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, gjohns@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, Florida 34731.

Approved by the City Commission of the City of Fruitland Park, Florida this ____ day of _____, 2025.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST: (SEAL)

GWEN JOHNS, CITY CLERK

THE DIVE PLACE II, LLC, a Florida limited liability company,

By: _____
Bradley G. Ecton, Member

Dated: _____

The Dive Place

02-07-2025

To whom it may concern,

I am contacting you regarding using the City of Fruitland Park's pool to teach scuba diving and possibly scuba diving events to get people interested in being in the water.

We would be using the pool to teach a variety of classes from Open Water scuba diving to more advanced courses such as Rescue Dive.

During the time we use the pool a rate of \$20.00 to include the instructor and up to the first three students, any additional student would be \$5.00 per student or diver.

We would try to use the pool during normal operating hours, however, if needed to be used after hours "The Dive Place" would be responsible to provide our own certified lifeguard during that time frame.

"The Dive Place" would also work with the City of Fruitland Park's parks and recreation department to provide dive professionals and dive gear free of charge for special events the city may host.

"The Dive Place" currently has a total of six instructors. A list of those instructors is provided below:

Noel Hansen
Charles Jordan
Chance Hammann
Walter Birriel
Sean Luker
BettyJo (BJ) Bishop

"The Dive Place" will be responsible for any damage that may occur to the tile surface due to an impact by an air cylinder. "The Dive Place" carries liability insurance of at least \$1,000,000 and each of our instructor also carries personal injury and liability insurance for any incidents which arise. We can provide proof of this coverage as needed to the city.

“The Dive Place” is excited and looking forward to this partnership. As well as all the opportunities working with the City of Fruitland Park would provide and create.

If you have any questions or need any additional information, please feel free to contact us on (407) 517-4737.

Sincerely

Noel Hansen
The Dive Place.

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: April 10, 2025

DATE SUBMITTED: April 1, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is Zachary J. McCormick. The depositions of the Plaintiffs have been scheduled for April 23, 2025 at City Hall; however, on February 19th the City filed a Notice of Cancellation of Deposition of Tammy Goodridge. On February 20th the City served Expert Interrogatories on Plaintiff Wayne Goodridge. On March 27th the attorney for Plaintiffs and the attorney representing the City stipulated in a joint motion requesting the Court grant an extension to the deadlines for each of the parties to disclose their expert witnesses. An order has not yet been entered.

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City. On March 26th the City served interrogatories to Plaintiff to be answered in writing and served a Request to Produce to Plaintiff requiring production of documents.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A