



Date: 6/25/24 Branch: 1100



Sourcewell Contract #120721-RVL

CUSTOMER:	City of Ann Arbor
ADDRESS:	4251 Stone School Rd Field Services Div-Utilities Dept
CITY, STATE, ZIP:	Ann Arbor, MI 48108
PHONE:	
EMAIL:	
ATTN:	
_	

RV #	30460
CRM Quote #	20204

Туре	Product #	Description		Price	Quantity	Pr	ice	/ Unit
Rapid View Chassis	VZ000700	E450 GAS CHASSIS for 14' BOX , 158" WB, 7.3L V8 Premium Rated Engine	\$.	52,030.99	1	\$	52	,030.99
Rapid View Build Out Options	VZ000601	FRP Cargo 14', Box	\$	21,916.04	1	\$	21	,916.04
	VZ000620	Inspection Conversion for 14' Commercial RapidView FRP Box or Trailer	\$	29,125.89	1	\$	29	,125.89
	VZP000109	MEPS 6.3Kw, 120VAC for Gas E and F-Series engines	\$	12,823.58	1	\$	12	,823.58
	VZ000306	KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum	\$	2,238.44	1	\$	2	,238.44
	VZ000711	Auxiliary Work Area Heater Pro-Air Model 432	\$	1,492.67	1	\$	1	,492.67
	VZ000712	Wall-Mount Electric Heater	\$	968.59	1	\$		968.59
	VZ000817	Powered Retractable Rear Canopy	\$	4,149.47	1	\$	4	,149.47
	Equip Change	Move side strobes included in build to the driver and passenger side clearance light area on fro	\$	162.00	1	\$		162.00
	VZ000803	Hide-away strobe kit installed (2LEDs Front Grille)	\$	859.45	1	\$		859.45
	VZ000803	Hide-away strobe kit installed (2LEDs Front Grille)	\$	859.45	1	\$		859.45
	VZ000803	Hide-away strobe kit installed (2LEDs Front Grille)	\$	859.45	1	\$		859.45
	Equip Sales	Window added to side door (12x12)	\$	518.40	1	\$		518.40
	Equip Change	Move shore power plug to the passenger side of box	\$	189.00	1	\$		189.00
	Equip Change	Ethernet waterproof connection on exterior of box **to be installed on passenger side of the l	\$	432.00	1	\$		432.00
	Installation Labor	Labor for Installation	\$	10,800.00	40	\$		270.00
		Sale Price	\$1	39,425.44				
		Sourcewell Discount (4%)	\$	(5,577.02)				
		Subtotal	\$ 1	33,848.42				

VZ000700

Freight / PDI

Final Sale Price

E450 GAS CHASSIS for 14' BOX , 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank,

\$ 3,500.00

\$137,348.42

Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo.

VZ000601

FRP Cargo 14', Box

- * Dim: 14'x8'x6'6"
- * Includes installation of box on approved chassis,
- * Dual swing open rear doors,
- * Side entry door,
- * Aluminum plank flooring for easy cleaning and higher traction

VZ000620

Inspection Conversion for 14' Commercial RapidView FRP Box or Trailer

- * Walk-thru design with partition wall and door.
- * Tinted glass viewing window in bulkhead wall.
- * 12v LED lighting.
- * Roof Air.
- * Rear back up camera.
- * Exterior shore power package with extension cord.
- st Auxiliary battery and charging system installed with generator and MEPs systems.

FRONT OFFICE:

- * Carpeted walls in Studio.
- * Laminated base cabinetry.
- * Laminate countertops in studio.
- * Vibration resistant electronics cabinet with rear door access to outside of truck for easy

installation and troubleshooting.

* Bench seat over generator.

WORKSPACE:

- * Heavy-duty, 5 drawer toolbox.
- * Monitor mount in workspace for installing monitor (monitor sold separately).
- * 14 Gallon pressurized wash down system.
- * Butcher block workbench.
- * Rugged FRP cabinets.
- * Closet with aluminum storage shelves.
- * Rugged FRP overhead cabinets with easy-open hardware.

SAFETY:

- * Directional arrow board at rear.
- $\ensuremath{^{*}}$ Strobe light mounted on front roof.
- * LED side markers on Box.

VZP000109

MEPS 6.3Kw, 120VAC for Gas E and F-Series engines

VZ000306

KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.

VZ000711

Auxiliary Work Area Heater Pro-Air Model 432

- * Floor or wall mounted
- * 32,000 BTU
- * For cold climates or winter work

VZ000712

Wall-Mount Electric Heater

*Installed under desk in office.

VZ000817

Powered Retractable Rear Canopy

- * Protects from rain or sun
- * Easy, push-button extension and retraction

Equip Change

Remove top strobe light

Equip Change

Generator box (no gen) is to have a height of 17" from the floor

Equip Change

Move side strobes included in build to the driver and passenger side clearance light area on front of the box $\,$

VZ000803

Hide-away strobe kit installed (2LEDs Front Grille)

VZ000803

Hide-away strobe kit installed ***(2LEDs Rear Pillars)***

VZ000803

Hide-away strobe kit installed ***(2LEDS Front Pillars by drivers and passengers door)***

Equip Sales

Window added to side door (12x12)

Equip Change

Move shore power plug to the passenger side of box

Equip Change

Ethernet waterproof connection on exterior of box **to be installed on passenger side of the box **

Terms and Conditions

Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Adam Mazzara

Adam Mazzara Regional Sales Representative 608/712-6893 AdamMazzara@TeamJDC.com

	This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.	
Customer:		
Ву:		
Date:		
Email:		
Purchase Order#	t	

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extend they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.

2. TERMS OF PAYMENT

- 2.1 <u>Payment Date</u>. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
- 2.2 Shipping Delays. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.

2.3 <u>Delinquent Payments</u>.

- 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
- 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
- 3. <u>DELIVERY</u>. Seller does not guarantee delivery dates.
- 4. <u>RISK OF LOSS</u>. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
- 5. <u>INSPECTION OF EQUIPMENT</u>. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
- 6. <u>INDEMNIFICATION</u>. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.

MISCELLANEOUS.

- 7.1 <u>No Assignment</u>. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
- 7.2 <u>Force Majeure</u>. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
- 7.3 <u>Venue</u>. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
- 7.4 <u>Construction and Captions</u>. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
- 7.5 <u>Entire Agreement</u>. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
- 7.6 <u>Amendments</u>. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
- 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
- 7.8 <u>Counterparts</u>. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
- 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so .
 - NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.