



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, DECEMBER 10, 2025, 5:00 PM
Immediately following Parks Committee.

In person at City Hall, Room 310
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbmszNUhBWw9XRvU5ckIzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

- I. Members: Melinda Eck, Joey Prestley, Ben Delie, Jim Ridderbush

C. Approval of the Agenda.

- I. Approval of the agenda for the Wednesday, December 10, 2025, meeting of the Improvement & Services Committee.

D. Approval of Minutes.

- I. Approval of the minutes from the October 29, 2025 Improvement & Services Committee meeting.

E. Regular Business.

- I. Consideration with possible action on appeal request by Steve Kersten at 338 Hartung

Street, Green Bay regarding Invoice #204963 for concrete sidewalk repairs.

2. Consideration with possible action on request by Department of Public Works to adopt the Proposed 2026 Storm Water Utility Rates.
3. Consideration with possible action on request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 7 HVAC improvements for an estimated cost of \$52,000.00.
4. Consideration with possible action on request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet Sewer Cleaning Truck Chassis in the amount of \$154,870.50.
5. Consideration with possible action on request by Department of Public Works to purchase a Henderson Ultimate Salt Brine Making Machine Controls unit in the amount of \$75,872.00.
6. Consideration with possible action on request by Department of Public Works to purchase annual roadway maintenance consumables from contracted vendors for the 2026 budget year and for 2027 through 2030, with expenditure not to exceed annual approved budget amounts for each commodity.
7. Consideration with possible action on request by Department of Public Works to adopt the Proposed 2026 Sanitary Sewer Service Charges.
8. Consideration with possible action on request by Department of Public Works to approve the award of SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING to the lowest responsive bidder.

F. Public Hearings.

G. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. Next Meeting: January 7, 2026

H. Adjournment.

1. Adjournment of the Wednesday, December 10, 2025, meeting of the Improvement & Services Committee.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the October 29, 2025 Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on appeal request by Steve Kersten at 338 Hartung Street, Green Bay regarding Invoice #204963 for concrete sidewalk repairs.

BACKGROUND

The property owner was provided a deadline of 30 days to make concrete sidewalk repairs on May 21, 2025. The Property owner requested multiple extensions to the deadline. On September 5, 2025, Director Joosten emailed Steve Kersten stating that the City's contractor was expected to be at the property by Sept. 19th to complete repairs, providing a final opportunity to make repairs before crews arrived. Actual repairs were scheduled by the City on October 2, 2025. At some point prior to the City's work, the property owner completed mudjacking and grinding of the sidewalks as noted on the attached receipt. The City was not notified work was complete and therefore was unable to verify work was compliant. Actual repairs were scheduled by the City on October 2, 2025. The City's cost to replace the sidewalk was \$10,838.40. The property owner's receipt indicates a cost of \$1,640 for mudjacking and grinding.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Steve Kersten - Receipt - 2025-10-20
2. PARCEL #8-761 LETTER
3. PARCEL #8-761 SIGNATURE CONFIRMATION
4. Invoice #204963



Receipt

2507-1507-8615
2025-10-20

RaiseRite Concrete Lifting, Inc.
4466 Custer St
Manitowoc WI 54220
info@raise-rite.com
P 877-407-2473 F 920-684-9008
338 Hartung St., Green Bay, WI, 54302

Steve Kersten
1600 Shawano Ave. Suite 204
Green Bay WI 54303
kerstenrealty@yahoo.com
(920) 265-2827

Mudjacking Option (quantity measured in cubic yards)

<i>Description</i>	<i>Total</i>
<u>City Walk</u> Raise and support 18 sections and 5 pieces of City Walk to level joints . Spots suggested for replacement.	\$1,600.00
	\$1,600.00

Concrete Grinding

<i>Description</i>	<i>Total</i>
<u>Grinding</u> Grind designated area using a concrete scarifier to remove trip hazard(s). Grinding will leave a bright white permanent mark on concrete that will have a rough surface. Width of grind will depend on the height of grind (typically 4-8 inches wide).	\$40.00

<i>Subtotal</i>	\$1,640.00
<i>Tax</i>	\$0.00
<i>Total</i>	\$1,640.00
<i>Paid</i>	\$1,640.00
<i>Due</i>	\$0.00

Your payment or credit has been applied. Please take note of any remaining balance due. If you have a balance due please pay immediately.

Thank you for your business and please remember us for all your concrete or foundation repair needs!



















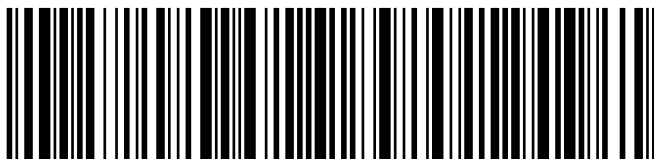






CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

USPS CERTIFIED MAIL



9214 8901 9403 8315 2381 90

PARCEL# 8-761
TWO HOWARD PROPERTIES LLC
1600 SHAWANO AV #204
GREEN BAY WI 54303

STATE OF WISCONSIN

CITY OF GREEN BAY

May 21, 2025



TO: TWO HOWARD PROPERTIES LLC

1600 SHAWANO AV #204
GREEN BAY WI 54303

WHEREAS, by a resolution duly adopted by the Common Council of the City of Green Bay, Wisconsin, 893.7000 square feet of sidewalk was ordered laid on that portion of 338 HARTUNG ST abutting the following described parcel (8-761) LOT 1 OF 11 CSM 25 MAP 2351 IN 971879 BNG PRT OF OUTLOT A OF MEADOWBROOK PLAT . Square Ft Credit = 0.0000 .

Now, THEREFORE, the Common Council of the City of Green Bay does hereby order the owner of the above described property to lay the aforementioned sidewalk at his/her own expense within 30 days of this order. (See the following pages for more information including installation.) The sidewalk shall be laid in accordance with the requirements of Chapter 34 of the Revised Municipal Code of Green Bay regulating and prescribing the construction of concrete sidewalk in the City of Green Bay.

Any questions concerning this order shall be directed to the Engineering Division of the Department of Public Works at the City of Green Bay. (920) 448-3106 or greenbaysidewalks@greenbaywi.gov



Page one of this mailing was the formal ORDER for you to construct or reconstruct sidewalks along your property. This notice is a statutory requirement of the State of Wisconsin. The following is additional information to help you through the process.

When City of Green Bay Common Council orders in new concrete sidewalks it is the opinion of the City Traffic, Bicycle and Pedestrian Commission that defective sidewalks are hazardous to pedestrian traffic and must be repaired.

Below are the options you need to choose from for the Sidewalk repair ordered at your property:

Option 1 = Resident does nothing and the City takes care of sidewalk repairs

- The City will wait for the 30-day timeframe to expire then the City's contractor will be instructed to construct or reconstruct the sidewalk at your property.
- All sidewalks marked will be removed and replaced.
- The City will invoice the owner for the actual cost of sidewalk based on the square footage of the sidewalk installed at the current contract price.

Option 2 = Property Owner completes the repairs themselves

- Sidewalk work must be completed before the 30-days expire from your notice.
- Work must be done by **property owner only**, not by family, a friend, neighbor, or others.
- Property owner obtains permits for repairs to the sidewalk (Obstruction Permit, & Sidewalk Grade Permit – apply online through City website at <https://www.greenbaywi.gov/1389/Excavation-Obstruction-and-Licensed-Side>
- Property owner shall provide proper signing and barricading of the area prior to commencing the work.
- Property owner shall construct the sidewalk in accordance with City Standards.
- Property owner shall call or email that the work is completed and ready for final inspection. The City will inspect repairs and confirm they meet the city specifications.
- If the work is found to be unacceptable, the property owner will be notified and shall remove the sidewalk and replace it to conform to City Standards. If work is not completed within 30 days, the City's Contractor will complete the work and property owner will be billed.

Option 3 = Hire a contractor with a City of Green Bay Sidewalk Builders License to do the work for you

- Sidewalk work must be completed before the 30-day notice expires.
- List of the City's Licensed Contractors can be found in the city's website or at this link, <https://www.greenbaywi.gov/1299/Sidewalks>. A clickable link titled, "Sidewalk Builders (PDF)" can be found on this page.
- Licensed Contractor (Sidewalk Builder) obtains permits for repairs to the sidewalk.
- Licensed Contractor shall provide proper signing and barricading of the area prior to commencing the work.
- Licensed Contractor shall construct the sidewalk in accordance with City Standards.
- Repairs made by licensed contractor and property owner pays the contractor directly. The sidewalk replacement shall include ALL damaged sidewalks including sidewalks marked with an "X" & "C".
- Property owner to call or email the work is completed and ready for final inspection. The city will inspect repairs and confirm they meet the city specifications.
- If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to

conform to City standards. If work is not completed within 30 days, the City Contractor will come and complete the work and the property owner will be billed.

Example Repair Options:

Remove & Replace	Complete replacement of damaged sidewalk
Diamond Grind	Sidewalks that are raised slightly
Mudjacking	Sidewalks that are sunken and need to be raised
Epoxy Crack Filling	Larger cracks or divots that need to be filled

For Option 1 Only Sidewalk Billing and Payments

The Common Council has authorized the Department of Public Works to extend the 30-day time period called for, in the sidewalk order, in hardship cases. A request for an extension must be in writing explaining the hardship for which the extension is requested. This request should be sent to the Department of Public Works, Room 300, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301.

The City will invoice property owner for sidewalks replaced by the City. Invoices that are not paid in full or any remaining balance after the 30 days of invoiced date will roll onto the property taxes and shall be payable to the City of Green Bay in 5 annual installments at the current 2022 interest rate of per annum. All sidewalk that is replaced and listed as a sidewalk credit will be paid for by the City.

For Option 2 or 3 Only the following is the Procedure for Reimbursing Property owners for Sidewalk Credits

If you choose to construct or reconstruct the sidewalk yourself or through a licensed contractor, and a sidewalk credit is indicated (“Square Ft Credit”) follow the next steps for reimbursement.

- If the work is found to be acceptable, the property owner shall submit the City Sidewalk Reimbursement Form to the Department of Public Works - Engineering Division for sidewalk credit sidewalks (ex. street tree damage). This form can be found on the city’s website, <https://www.greenbaywi.gov/1299/Sidewalks>, near the bottom of the page, under the FAQs. Click on, “Can I get reimbursed for my sidewalk repair?”
- The form shall state the area replaced, in square feet, and the amount due.
- The amount due shall be actual cost not to exceed current City contract cost.
- The form shall be accompanied with
 - a. A copy of the concrete company’s delivery slip, with concrete mix listed.
 - b. A copy of the invoice of the work by the contractor
- Department of Public Works - Engineering Division shall verify the calculations and process for payment.

Questions concerning sidewalks can be directed to the Engineering Division of the Department of Public Works. The sidewalk contact information is (920) 448-3106 or email greenbaysidewalks@greenbaywi.gov



Mailer: City of Green Bay

Date Produced: 05/30/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8315 2381 90. Our records indicate that this item was delivered on 05/29/2025 at 12:48 p.m. in GREEN BAY, WI 54303. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)

Address of Recipient :

**1600 SHAWANO AVE STE
204E, GREEN BAY, WI 54303**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

PARCEL# 8-761
TWO HOWARD PROPERTIES LLC
1600 SHAWANO AV #204
GREEN BAY WI 54303

Customer Reference Number: C5914252.35872398



Return address:

CITY OF GREEN BAY
100 N JEFFERSON STREET
GREEN BAY WI 54301

Recipient address:

PARCEL# 8-761
TWO HOWARD PROPERTIES LLC
1600 SHAWANO AV #204
GREEN BAY WI 54303

MAILING DATE: 05/21/2025
DELIVERY DATE: 05/30/2025

USPS CERTIFIED MAIL



9214 8901 9403 8315 2381 90

USPS Tracking Label Number: 9214 8901 9403 8315 2381 90

USPS Tracking History	Location	Date / Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	GREEN BAY,WI 54301	05/21/2025 09:03
SHIPMENT RECEIVED ACCEPTANCE PENDING	GREEN BAY,WI 54301	05/21/2025 14:22
ORIGIN ACCEPTANCE	GREEN BAY,WI 54301	05/28/2025 08:09
PROCESSED THROUGH USPS FACILITY	GREEN BAY WI DISTRIBUTION CENTE 54303	05/28/2025 09:24
DELIVERED TO AGENT LEFT WITH INDIVIDUAL	GREEN BAY,WI 54303	05/29/2025 12:48
DELIVERED (SYSTEM ADDED)		05/30/2025 06:21

CUSTOM 1:



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
10/20/2025	204963
Customer Number	
69650	
Invoice Total Due	
\$10,838.40	
Customer PO	Due Date
	11/19/2025

TWO HOWARD PROPERTIES LLC
1600 SHAWANO AV #204
GREEN BAY, WI 54303-

155015 : PAYMENTS CAN BE MADE UP TO DUE DATE,
BALANCE WILL BE ADDED TO YOUR TAX BILL AT 5.9%
INTEREST/YR FOR 5 YRS.

00000182025500204963300010838407

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 10/20/2025

Customer Number: 69650

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
SIDEWALKS FOR PARCEL 8-761 AT 338 HARTUNG ST AND PROJECT LOCATION 2025 SIDEWALKS	445.70	\$12.00	EACH	\$5,348.40	\$0.00	\$0.00	\$5,348.40
SIDEWALKS FOR PARCEL 8-761 AT 338 HARTUNG ST AND PROJECT LOCATION 2025 SIDEWALKS	334.00	\$12.00	EACH	\$4,008.00	\$0.00	\$0.00	\$4,008.00
SIDEWALKS FOR PARCEL 8-761 AT 338 HARTUNG ST AND PROJECT LOCATION 2025 SIDEWALKS	114.00	\$13.00	EACH	\$1,482.00	\$0.00	\$0.00	\$1,482.00
<p>Please put Invoice Number on your check. Make checks payable to City of Green Bay.</p>					Invoice Total:	\$10,838.40	

QUESTIONS REGARDING HOW THE AMOUNT OF THIS BILL WAS DERIVED OR ANY ENGINEERING CONCERNS MAY BE DIRECTED TO THE DPW-ENGINEERING DIV AT (920)448-3100. REMITTANCE QUESTIONS MAY BE DIRECTED TO THE CLERKS-TREASURERS OFFICE AT (920)448-3010.

ORIGINAL COPY



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Department of Public Works to adopt the Proposed 2026 Storm Water Utility Rates.

BACKGROUND

The storm water utility rates are determined annually based on the proposed budget and number of equivalent runoff units. An equivalent runoff unit or ERU means the unit by which a storm sewer charge is calculated and is based on an average horizontal impervious area of a fully developed single-family parcel within the City. An ERU is established as 3,000 square feet. The 2026 proposed rates are based on 80,550 ERUs. The calculated stormwater rate for 2026 is \$13.20 per month per ERU.

RECOMMENDATION

To approve the proposed 2026 Storm Water Utility Rates.

FISCAL IMPACT

The proposed rates are based on the approved 2026 Storm Water Utility budget.

ATTACHMENTS

1. 2026 Storm Water Utility Budget FINAL - 2
2. 2026 Storm Water Utility Budget FINAL

STORMWATER UTILITY - 2026 APPROVED BUDGET

Object #	Account Name	Budget 2026
50001	REGULAR SALARIES	\$1,689,228
50003	SEASONAL SALARIES	\$7,000
50501	OVERTIME	\$51,700
51201	HEALTH INSURANCE	\$245,760
51202	DENTAL INSURANCE	\$21,110
51203	LIFE INSURANCE	\$1,779
51210	SOCIAL SECURITY	\$106,071
51211	MEDICARE	\$24,826
51212	WORKER'S COMPENSATION	\$2,105
51301	WRS - EMPLOYER SHARE	\$125,370
51402	CLOTHING ALLOWANCE	\$5,000
51403	SAFETY GLASSES	\$1,000
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING & TRAVEL	\$15,000
52003	DUES & BONDS	\$10,505
53001	CONTRACTUAL SERVICES	\$284,000
53002	COPY MACHINE	\$3,000
53014	LICENCES & PERMITS	\$46,000
53017	FINANCE SERVICES	\$480,000
53020	SOFTWARE & SUBSCRIPTIONS	\$28,050
53021	LEGAL FEES	\$3,000
53031	ENGINEERING / ADMINISTRATIVE	\$512,766
53040	SANITATION DISPOSAL CHARGES	\$226,800
53102	SEDIMENT CREDIT - GBP (New 2019)	\$365,539
53110	SEWER SAMPLING CHARGES	\$4,000
54001	MATERIALS & SUPPLIES	\$150,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS, OIL & LUBRICANT	\$67,650
55101	EQUIPMENT REPAIRS	\$290,000
55121	LEASE PAYMENT	\$5,827
55130	CITY EQUIPMENT USAGE	\$389,000
55320	DIKE MAINTENANCE	\$5,000
55358	PUMP STATION REPAIRS	\$110,000
55501	Equipment outlay	\$11,000
56101	ELECTRICITY	\$106,725
56201	NATURAL GAS	\$110
56302	CELL PHONES	\$11,000
56402	WATER	\$3,500
56403	SEWER	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$28,417
59910	TRANSFER OUT - GENERAL FUND	\$570,000
59930	TRANSFER OUT - DEBT SERVICE	\$2,246,234
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,543,870
	TRANSFER TO 205670 - FORESTRY FUNDING	\$2,138,573
44310	APPLIED PERMIT AND CONNECTION FEE REVENUE	-\$25,000
46490	APPLIED PACKER SANITATION REIMB	-\$10,000
48100	APPLIED INTEREST REVENUE	-\$150,000
48921	SALE OF SCRAP REVENUE	-\$2,000
	TOTAL	\$12,759,615

ERUs (# City-wide) 80,550

ERU charge(per year) **\$158.41**

ERU Charge(per month) **\$13.20**

STORM WATER UTILITY - ANNUAL BUDGET COMPARISON

ACCOUNT #	TITLE	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 BUDGET	2026 BUDGET
50001	REGULAR SALARIES	\$1,108,778	\$1,131,498	\$1,162,066	\$1,265,315	\$1,344,840	\$1,449,296	\$1,487,466	\$1,537,182	\$1,787,425	\$1,937,375	\$1,689,228
50003	SEASONAL SALARIES									\$5,000	\$5,000	\$7,000
50501	OVERTIME	\$39,996	\$40,000	\$39,996	\$39,996	\$39,996	\$39,996	\$39,996	\$39,996	\$41,996	\$49,212	\$51,700
51201	HEALTH INSURANCE	\$246,737	\$268,694	\$259,141	\$298,600	\$307,597	\$298,045	\$327,811	\$334,507	\$379,009	\$298,795	\$245,760
51202	DENTAL INSURANCE	\$21,470	\$21,614	\$22,240	\$23,822	\$26,960	\$27,868	\$27,836	\$25,709	\$27,876	\$26,759	\$21,110
51203	LIFE INSURANCE	\$1,656	\$1,937	\$2,047	\$2,155	\$2,280	\$2,206	\$1,882	\$1,938	\$1,845	\$2,051	\$1,779
51204	LEVY SUPPORTED HEALTH INSURANCE	\$10,070	\$8,610	\$7,630	\$5,540	\$3,690	\$2,680	\$0	\$0	\$0	\$0	\$0
51210	SOCIAL SECURITY	\$68,762	\$70,072	\$72,065	\$78,142	\$82,988	\$89,557	\$92,323	\$95,474	\$108,981	\$120,902	\$106,071
51211	MEDICARE	\$16,079	\$16,381	\$16,875	\$18,297	\$19,427	\$20,967	\$21,616	\$22,352	\$25,513	\$28,300	\$24,826
51212	WORKER'S COMPENSATION	\$12,010	\$24,485	\$22,410	\$19,150	\$16,728	\$48,288	\$37,174	\$39,114	\$36,606	\$1,899	\$2,105
51301	WRS - EMPLOYER SHARE	\$75,817	\$79,752	\$80,565	\$85,531	\$93,508	\$100,558	\$99,313	\$107,274	\$124,288	\$138,098	\$125,370
51402	CLOTHING ALLOWANCE	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$5,950	\$5,268	\$5,000
51403	SAFETY GLASSES	\$1,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,000	\$1,000	\$1,000
51404	PERSONAL SUPPLIES	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
52001	TRAINING & TRAVEL	\$5,000	\$8,000	\$6,000	\$10,900	\$5,900	\$9,275	\$5,900	\$6,900	\$12,690	\$16,884	\$15,000
52003	DUES & BONDS	\$4,500	\$5,500	\$6,500	\$5,500	\$6,000	\$6,000	\$6,000	\$9,520	\$10,362	\$9,933	\$10,505
53001	CONTRACTUAL SERVICES	\$250,000	\$250,000	\$250,000	\$150,000	\$100,000	\$200,000	\$150,000	\$150,000	\$285,650	\$210,500	\$284,000
53002	COPY MACHINE	\$1,500	\$1,550	\$1,600	\$1,600	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
53014	LICENCES & PERMITS	\$16,200	\$27,000	\$40,700	\$40,700	\$47,000	\$48,000	\$46,100	\$51,600	\$56,844	\$57,102	\$46,000
53017	FINANCE SERVICES	\$280,000	\$280,000	\$300,000	\$300,000	\$350,000	\$350,000	\$375,000	\$401,000	\$425,000	\$475,000	\$480,000
53020	DATA PROCESSING SERVICES	\$27,000	\$35,000	\$24,750	\$28,000	\$36,673	\$36,673	\$40,000	\$50,000	\$67,400	\$59,426	\$28,050
53021	LEGAL FEES			\$0		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES		\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$512,766
53040	SANITATION DISPOSAL CHARGES	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$125,000	\$225,000	\$226,800
53102	SEDIMENT CREDIT - GBP				\$150,000	\$275,000	\$324,777	\$334,525	\$344,556	\$354,893	\$354,893	\$365,539
53110	SEWER SAMPLING CHARGES	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$4,000	\$4,000	\$4,000
54001	MATERIALS & SUPPLIES	\$60,000	\$75,000	\$75,000	\$75,000	\$102,891	\$75,000	\$100,000	\$100,000	\$166,435	\$116,000	\$150,000
54007	PUBLIC EDUCATION		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
54010	GAS, OIL & LUBRICANT	\$50,000	\$50,000	\$50,000	\$57,500	\$61,000	\$61,000	\$61,000	\$61,000	\$65,000	\$66,000	\$67,650
55101	EQUIPMENT REPAIRS	\$125,000	\$175,000	\$150,000	\$150,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$275,000	\$290,000
55121	LEASE PAYMENT										\$6,357	\$5,827
55130	CITY EQUIPMENT USAGE	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$389,000
55140	EQUIPMENT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55150	NEW EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
55358	PUMP STATION REPAIR			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$110,000	\$110,000
55501	EQUIPMENT OUTLAY											\$11,000
56101	ELECTRICITY	\$71,860	\$71,860	\$76,660	\$98,260	\$106,000	\$106,000	\$106,000	\$110,000	\$108,350	\$106,725	\$106,725
56201	NATURAL GAS	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
56301	TELEPHONE	\$0	\$1,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$0	\$0	\$0
56302	CELL PHONES	\$1,650	\$4,200	\$5,000	\$5,000	\$5,000	\$7,000	\$7,000	\$7,000	\$10,000	\$11,000	\$11,000
56402	WATER	\$200	\$200	\$1,500	\$1,635	\$1,725	\$1,725	\$1,750	\$1,750	\$1,900	\$3,500	\$3,500
56403	SEWER	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$7,230	\$14,010	\$10,747	\$14,574	\$17,155	\$18,020	\$18,829	\$21,851	\$22,337	\$22,530	\$28,417
59910	TRANSFER OUT - GENERAL FUND	\$200,000	\$200,000	\$200,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$570,000	\$570,000	\$570,000
59930	TRANSFER OUT - DEBT SERVICE	\$561,852	\$561,329	\$561,329	\$814,460	\$814,460	\$1,498,273	\$1,415,895	\$1,533,354	\$1,661,300	\$2,246,234	\$2,246,234
59940	TRANSFER OUT - CAPITAL PROJECTS	\$1,437,323	\$1,776,370	\$2,062,440	\$2,462,060	\$3,147,230	\$2,421,980	\$2,412,980	\$2,888,110	\$2,550,798	\$2,543,870	\$2,543,870
205670	TRANSFER OUT - FORESTRY FUNDING					\$1,189,853	\$1,250,866	\$1,371,585	\$1,416,608	\$1,535,279	\$1,998,417	\$2,138,573
43612	APPLIED STATE OF WI MOTOR FUEL REFUND									\$0		
44310	APPLIED PERMIT AND CONNECTION FEE REVENUE									-\$38,500	-\$25,000	-\$25,000
46490	APPLIED PACKER SANITATION REIMB									-\$10,000	-\$10,000	-\$10,000
48100	APPLIED INTEREST REVENUE					-\$75,000	-\$75,000	\$0	\$0	-\$200,000	-\$100,000	-\$150,000
48592	LOCAL GRANTS									-\$10,000	\$0	\$0
48921	SALE OF SCRAP REVENUE									-\$2,000	-\$1,000	-\$2,000
49220	ARPA INTEREST									-\$22,626	\$0	\$0
49300	APPLIED SURPLUS					\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL	\$5,214,900	\$5,733,772	\$6,135,971	\$7,300,447	\$9,383,611	\$9,723,760	\$9,892,691	\$10,661,505	\$10,916,811	\$11,988,239	\$12,759,615
	Equivalent Runoff Units (ERU's)	74,000	74,000	74,000	79,250	79,250	79,250	79,250	79,250	80,000	80,000	80,550
	ERU charge(per year)	\$70.47	\$77.48	\$82.92	\$92.12	\$118.41	\$122.70	\$124.83	\$134.53	\$136.46	\$149.85	\$158.41
	ERU Charge(per month)	\$5.87	\$6.46	\$6.91	\$7.68	\$9.87	\$10.22	\$10.40	\$11.21	\$11.37	\$12.49	\$13.20



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 7 HVAC improvements for an estimated cost of \$52,000.00.

BACKGROUND

The HVAC system at Fire Station 7 is beyond its expected life. Additionally, replacement parts are no longer manufactured making future repairs difficult or not possible.

RECOMMENDATION

DPW recommends using the master agreement with Berners-Schober and Associates to design the replacement HVAC system.

FISCAL IMPACT

- I. Fund balance is earmarked for the design fees and 2026 CIP funding is approved for construction once bid out.

ATTACHMENTS

- I. 25CGB0500_ServiceOrder_2025-05-28

 **AIA**® Document B221™ – 2018**Service Order** for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 006 made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, WI 54301
920-448-3000

and the Architect:
(Name, legal status, address, and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, WI 54301
9204324865

for the following **PROJECT**:
(Name, location, and detailed description)

25CGB05.00 Fire Station 7 HVAC Replacement
Fire Station #7
3489 Humboldt Rd
Green Bay, Wisconsin 54311
Replace facility ventilation and heating equipment

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Project includes replacing facility ventilation and heating equipment, and further scope to be verified related to kitchen hood and make-up air system for code compliance for Level 1 exhaust hood for a commercial kitchen.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Pre-design site visit and field verification
Opinion of probable cost of construction at complete CDs
Facilitating "Page Turn" Review meeting of final drawings/specs - virtual or in-person

Scope of construction work includes:
Replacement of boiler heating system with dual boiler system
Replacement of domestic water heater with boiler to domestic water heater system
Replacement of air handling unit and DX condenser
Reconfiguration of mechanical room including expansion as necessary to maintain equipment
Correct lower level ventilation deficiency
Replace pneumatic reheat coils with VAV terminals
Replace pneumatic valves and dampers iwth DDC devices
Remove locker/shower energy unit and replace with air unit ventilation
Modify garage heating unit pipe/pipes for new boiler pump service
Focus on Energy engagement

Construction administration services will include pre-bid meeting, in-progress meeting/inspection, and final inspection.

Shop-drawing review, answering RFI's and coordinating construction bulletins.

Excluded work:

Kitchen hood/fan

Garage ventilation equipment

Existing system/building deficiencies not addressed with the above noted work

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Design will commence Summer 2025

- .1 Commencement of construction date:

Summer 2026

- .2 Substantial Completion date:

TBD

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

(Insert amount)

- .2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

- .3 Other

(Describe the method of compensation)

Professional services shall be billed hourly with an estimated cost of \$42,000 for design services and an estimated cost of \$10,000 for Construction Administrative services.

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Reimbursable expenses will be invoiced in addition to professional fees. We recommend an allowance of \$5,000 be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, travel and subsistence.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

N/A

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Trista Hobbs
100 N Jefferson St, Rm 300
Green Bay, WI 54301
(920) 448-3114
trista.hobbs@greenbaywi.gov

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Steve Srubas
310 Pine Street
Green Bay, WI 54301
9204324865
ssrubas@bsagb.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*

BY: James Burnette, City Engineer

(Printed name and title)

ARCHITECT *(Signature)*

BY: Ian W. Griffiths, President

(Printed name, title, and license number if required)



Additions and Deletions Report for AIA® Document B221™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:41:49 CDT on 05/28/2025.

Changes to original AIA text

PAGE 3

Design will commence Summer 2025

Summer 20265

TBD

Variable Information

PAGE 1

SERVICE ORDER number

006

made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

CITY OF GREEN BAY

100 North Jefferson Street
Green Bay, WI 54301

920-448-3000

BERNERS-SCHOBER ASSOCIATES, INC.

310 Pine Street
Green Bay, WI 54301

9204324865

25CGB05.00 Fire Station 7 HVAC Replacement

Fire Station #7
3489 Humboldt Rd
Green Bay, Wisconsin 54311

Replace facility ventilation and heating equipment

This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

PAGE 2

Project includes replacing facility ventilation and heating equipment, and further scope to be verified related to kitchen hood and make-up air system for code compliance for Level 1 exhaust hood for a commercial kitchen.

Pre-design site visit and field verification

Opinion of probable cost of construction at complete CDs

Facilitating "Page Turn" Review meeting of final drawings/specs - virtual or in-person

Scope of construction work includes:

Replacement of boiler heating system with dual boiler system

Replacement of domestic water heater with boiler to domestic water heater system

Replacement of air handling unit and DX condenser

Reconfiguration of mechanical room including expansion as necessary to maintain equipment

Correct lower level ventilation deficiency

Replace pneumatic reheat coils with VAV terminals

Replace pneumatic valves and dampers iwth DDC devices

Remove locker/shower energy unit and replace with air unit ventilation

Modify garage heating unit pipe/pipes for new boiler pump service

Focus on Energy engagement

Construction administration services will include pre-bid meeting, in-progress meeting/inspection, and final inspection. Shop-drawing review, answering RFI's and coordinating construction bulletins.

Excluded work:

Kitchen hood/fan

Garage ventilation equipment

Existing system/building deficiencies not addressed with the above noted work

PAGE 3

N/A

Professional servcies shall be billed hourly with and estimated cost of \$42,000 for design services and an estimated cost of \$10,000 for Construction Administrative services.

N/A

Reimbursable expenses will be invoiced in addition to professional fees. We recommend an allowance of \$5,000 be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, trave and subsistence.

PAGE 4

N/A

Trista Hobbs

100 N Jefferson St, Rm 300

Green Bay, WI 54301

(920) 448-3114

trista.hobbs@greenbaywi.gov

Steve Srubas

310 Pine Street
Green Bay, WI 54301

9204324865

ssrubas@bsagb.com



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amy Brey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:41:49 CDT on 05/28/2025 under Order No. 20250097761 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ - 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet Sewer Cleaning Truck Chassis in the amount of \$154,870.50.

BACKGROUND

The Department of Public Works utilizes Combination Sewer Vacuum and Jet cleaning trucks to clean and perform maintenance to the City's sanitary and storm sewer lines. Due to the extreme duty cycle and core functions of jetting and sucking out abrasives, the body, pumps, blowers, hopper and hydraulics wear out quicker and have a shorter lifespan than other pieces of equipment resulting in higher-than-normal maintenance costs, longer downtime and a lower resale value. Truck 93, a 2019 Vactor 2100 PD jet/vac truck has reached the end of its service life and the replacement has been approved in the 2026 budget.

RECOMMENDATION

To approve purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet sewer cleaning truck chassis off Sourcewell contract# 032824-DAI from Quality Truck Care Center for the cost of **\$154,870.50** which includes delivery, warranty, and driver training.

FISCAL IMPACT

\$154,870.50

ATTACHMENTS

1. Vactor Chassis Req
2. Intent To Purchase For Quality Truck Care Center
3. Final Invoice-includes title fees

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: December 1, 2025

Re: **Combination Sewer Vacuum and Jet Cleaning Truck Chassis**



Item: Combination Sewer Vacuum and Jet Cleaning Truck Chassis

Cost: \$154,870.50

Vendor: Quality Truck Care Center

Account# 428520-55140

Delivery: East Shop

Background:

The Department of Public Works utilizes Combination Sewer Vacuum and Jet cleaning trucks to clean and perform maintenance to the City's sanitary and storm sewer lines. Due to the extreme duty cycle and core functions of jetting and sucking out abrasives, the body, pumps, blowers, hopper and hydraulics wear out quicker and have a shorter lifespan than other pieces of equipment resulting in higher-than-normal maintenance costs, longer downtime and a lower resale value. Truck 93, a 2019 Vactor 2100 PD jet/vac truck has reached the end of its service life and the replacement has been approved in the 2026 budget.

Recommendation:

To purchase a 2026 Westen Star 47X Combination Sewer Vacuum and Jet sewer cleaning truck chassis off Sourcewell contract# 032824-DAI from Quality Truck Care Center for the cost of **\$154,870.50** which includes delivery, warranty, and driver training.



Troy Van Handel – Buyer
City of Green Bay – Purchasing Dept
100 N Jefferson St
Green Bay, WI 54301

3/10/2025

Robert Balda – Sales
Quality Truck Care Center
2125 French Road
De Pere, WI 54115

RE: Intent To Purchase

Dear Robert Balda:

The City of Green Bay intends to purchase one (1) Western Star 47X Chassis for the Department of Public Works utilizing the current Sourcewell Contract #032824-DAI and pricing submitted by Quality Truck Care Center. Individual quote(s) and specification sheets for this purchase are attached. The total purchase price is **\$154,701.00** (*see next page for item details*).

This Intent To Purchase is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Green Bay (“City”) and Quality Truck Care Center.

Thank you for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at (920) 448-3049 or Troy.VanHandel@greenbaywi.gov.

Sincerely,

Troy Van Handel

Troy Van Handel

Prepared for:
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

Prepared by:
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

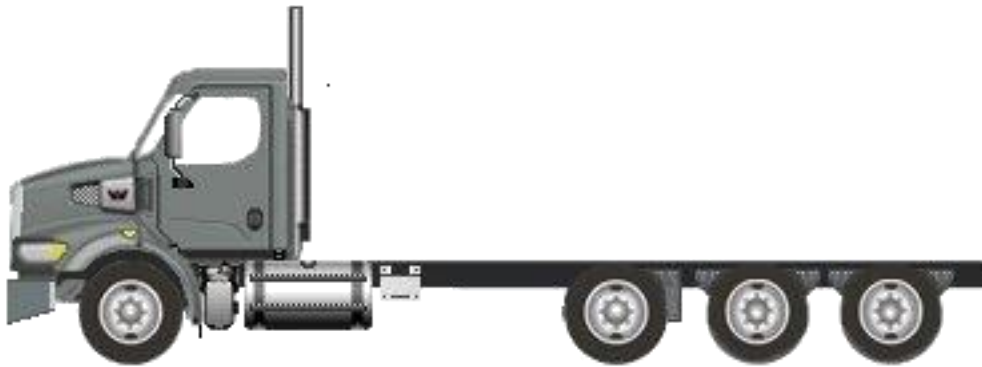
A proposal for
GREEN BAY PUBLIC WORKS DEPT

Prepared by
QUALITY TRUCK CARE CENTER
Robert Balda

Sourcewell Contract # 032824-DAI
Sourcewell Member # 25917

Jan 17, 2025

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

Q U O T A T I O N

WESTERN STAR 47X

SET BACK AXLE - TRUCK
 CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR
 AXLE WITH PUMP
 AIRLINER 46,000# REAR SUSPENSION
 MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74
 INCH DROP SINGLE FRONT AXLE

20,000# TAPERLEAF FRONT SUSPENSION
 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
 7025MM (277 INCH) WHEELBASE
 15.0MM X 89.0MM X 315.0MM STEEL FRAME
 (0.59X3.5X12.4 INCH) 120 KSI
 1650MM (65 INCH) REAR FRAME OVERHANG
 HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE
 INTEGRAL PUSHER AXLE

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 151,586	\$	151,586
EXTENDED WARRANTY		\$ 3,115	\$	3,115
DEALER INSTALLED OPTIONS		\$ 0	\$	0
CUSTOMER PRICE BEFORE TAX		\$ 154,701	\$	154,701

TAXES AND FEES

TAXES AND FEES	\$ 0	\$	0
OTHER CHARGES	\$ 0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$	(0)
---------------------------	--------	----	-----

BALANCE DUE	(LOCAL CURRENCY)	\$ 154,701	\$	154,701
--------------------	-------------------------	-------------------	-----------	----------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

Q U O T A T I O N D E T A I L S

EXTENDED WARRANTY

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES	\$	460	\$	460
CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES	\$	1,800	\$	1,800
CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES	\$	855	\$	855



Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
Price Level	
PRL-29X	WST 47X/49X PRL-29X (EFF:MY26 ORDERS)
Data Version	
DRL-024	SPECPRO21 DATA RELEASE VER 024
Vehicle Configuration	
001-470	WESTERN STAR 47X
004-226	2026 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1UT	UTILITY BUSINESS SEGMENT
AA4-002	LIQUID BULK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A5	WESTERN STAR VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 13000.0 lbs

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

Data Code	Description
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79000.0 lbs
Truck Service	
AA3-034	SEWER/INDUSTRIAL VACUUM BODY
AF3-1DN	VACTOR
Engine	
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM
Electronic Parameters	
79A-069	69 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
79W-001	ONE REMOTE PTO SPEED
79X-001	PTO SPEED 1 SETTING - 700 RPM
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80L-004	ENABLE DPF REGEN STAY WARM
80S-014	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS
80T-014	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS
80V-001	ENGINE MOUNT PTO, DASH SWTICH ENGAGES PTO MODE, STATIONARY OPERATION
Engine Equipment	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL

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Data Code	Description
014-116	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-003	90 DEG STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION

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43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
261-001	STANDARD CHARGE AIR COOLER PLUMBING
270-016	RADIATOR DRAIN VALVE
173-014	TRAILER HEATER PLUMBING FROM ENGINE TO BACK OF CAB WITH BALL SHUTOFF VALVES INSIDE RIGHT HAND RAIL
168-002	LOWER RADIATOR GUARD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

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Data Code	Description
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-2JV	(2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
370-006	WATER TO OIL TRANSMISSION COOLER
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
377-800	CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO
376-800	CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO CONTROLS
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

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Data Code	Description
Front Axle and Equipment	
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
418-058	CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
620-025	20,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS
421-563	5.63 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
385-005	JACKSHAFT, TEMPORARY DRIVELINE FOR CUSTOMER FURNISHED EQUIPMENT, TEMPORARILY INSTALLED FOR SHIPPING TO CUSTOMER/TEM
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES

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Data Code	Description
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE
87A-015	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH;DISENGAGE>50MPH
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-199	AIRLINER 46,000# REAR SUSPENSION
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)
431-004	WELDED AXLE SEATS SUPPLIED ON REAR AXLE
624-016	51 INCH AXLE SPACING
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)

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Data Code	Description
Pusher / Tag Equipment	
035-128	HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, FF1 AXLE
443-126	HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE
87F-005	LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF
896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS
429-001	PUSHER/TAG BRAKE DUST SHIELDS
442-016	PUSHER/TAG OIL SEALS
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS
626-131	HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION
627-002	54 INCH AXLE SPACING PUSHER/TAG
Brake System	
490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG
480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
479-012	AIR DRYER MOUNTED UNDER HOOD
460-001	STEEL AIR BRAKE RESERVOIRS

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Data Code	Description
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

919-063	(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-702	7025MM (277 INCH) WHEELBASE
546-107	15.0MM X 89.0MM X 315.0MM STEEL FRAME (0.59X3.5X12.4 INCH) 120 KSI
552-032	1650MM (65 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
549-033	8 INCH INTEGRAL FRONT FRAME EXTENSION
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 211.42 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 394.51 in
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 45.23 in
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.86 in
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 41.99 in
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 40.52 in
553-001	SQUARE END OF FRAME
559-004	HEAVY DUTY DUCTILE IRON ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER

Chassis Equipment

025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS
6CF-207	CHASSIS LAYOUT FOR VACTOR CHASSIS LAYOUT FOR VACTOR, 2100 COMBO UNIT VACUUM BODY, CUMMINS L9, WESTERN STAR 47X, SET BACK FRONT AXLE, 8X4, 277 INCH WHEELBASE (211.4 INCH CA)
556-805	PREP ONLY FOR BUMPER WITH FRONT FRAME EXTENSION NOTCH
558-998	NO FRONT TOW HOOKS
574-998	NO LICENSE PLATE MOUNTING

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Data Code	Description
551-034	CLASS 10.9 THREADED METRIC FASTENERS
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB
924-007	UPFIT ROUTING AND CLIPPING BRACKET, LH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS
928-007	UPFIT ROUTING AND CLIPPING BRACKET, RH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS
606-3CW	DRILLING PREP, WST, VACTOR, DRAWING 504400RF, REV 0, 02/09/2024
	DRILLING PREP, WST, VACTOR, DRAWING 504400RF, REV 0, 02/09/2024

Fuel Tanks

204-155	90 GALLON/340 LITER ALUMINUM FUEL TANK - LH
218-006	25 INCH DIAMETER FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
216-020	EQUIFLO INBOARD FUEL SYSTEM
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
221-009	FUEL COOLER MOUNTED RIGHT HAND IN RAIL

Tires

093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
094-2DE	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES
095-1XM	MICHELIN X MULTI Z 275/70R22.5 18 PLY RADIAL PUSHER/TAG TIRES

Wheels

502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
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Data Code	Description
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS
524-022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
495-011	PUSHER/TAG WHEEL MTG NUTS
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES

Cab Exterior

829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
82A-028	STAINLESS STEEL CAB ACCENT MOLDING
667-001	FRONT FENDERS
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB
644-048	X-SERIES VOCATIONAL HOOD
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT
652-016	WESTERN STAR NAMEPLATES
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB
726-001	SINGLE ELECTRIC HORN
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM
302-072	ROOF MOUNTED LED MARKER LIGHTS
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL
300-043	LED SIDE TURN SIGNAL

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Data Code	Description
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR
796-001	102 INCH EQUIPMENT WIDTH
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER
275-061	PARK BRAKE REMINDER WARNING SYSTEM
776-998	NO SLEEPER VENT
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR

Cab Interior

055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR
70K-016	CARBON WITH BASE BLACK ACCENT
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION
785-032	(1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
741-015	(2) COAT HOOKS ON BACKWALL OF CAB
745-998	NO UPPER BUNK
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-028	THERMOS HOLDER INBOARD OF DRIVER SEAT
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
739-034	PREMIUM INSULATION
324-1B3	STANDARD LED CAB LIGHTING

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Data Code	Description
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION
64C-003	BLACK DOOR HANDLES
740-998	NO MATTRESS
756-1J5	BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT
760-1J5	BASIC 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT
757-002	BLACK SUSPENSION COVER FOR DRIVER AND PASSENGER SEATS
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
763-1AB	3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM
106-002	ELECTRONIC ACCELERATOR CONTROL
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-001	BLACK GAUGE BEZELS
734-018	STANDARD CENTER INSTRUMENT PANEL
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

Data Code	Description
721-001	97 DB BACKUP ALARM
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
157-007	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
854-998	NO ENGINE OIL TEMPERATURE GAUGE
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
49B-004	ELECTRONIC STABILITY CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)
6TS-009	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL (1) CENTER OF BACKWALL/PASSENGER SIDE BAGGAGE COMPARTMENT
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE

Prepared for:
 Nathan Wachtendonk
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 DE PERE, WI 54115
 Phone: 920-347-2213

Data Code	Description
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE
747-001	DASH MOUNTED RADIO
750-041	STANDARD SPEAKER SYSTEM
753-998	NO AM/FM RADIO ANTENNA
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2- WAY RADIO
752-002	CB ANTENNA BRACKET AND LEAD LH MIRROR MOUNTED, NO ANTENNA
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS
78C-003	INTEROPERABLE SDAR ANTENNA
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
812-032	ELECTRONIC 2500 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
4E1-013	PROGRAMMABLE SWITCHES/INDICATORS LOCATED IN AUXILIARY PANEL

Prepared for:
 Nathan Wachtendonk
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Prepared by:
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 2125 FRENCH ROAD
 DE PERE, WI 54115
 Phone: 920-347-2213

Data Code	Description
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS
4CG-008	8 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$A1A0000ZZ,A1B0000ZZ,A1C0000ZZ,A1D0000ZZ,A1E0000ZZ,A1F0000ZZ,A1G0000ZZ,A1H0000ZZ
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-513 CAB COLOR A: L0183EY BRIGHT SILVER MET
ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
 966-974 POWDER GRAY (N0020EA) REAR WHEELS/RIMS
(PKGGRY21, G, PG1)
 96E-974 POWDER GRAY (N0020EA) PUSHER/TAG
WHEELS/RIMS (PKGGRY21, G, PG1)

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

999-047 JACKSHAFT ASSEMBLIES ARE FOR
TEMPORARY USE AND SHOULD ONLY BE USED
FOR SHIPPING TO THE CUSTOMER/BODY
BUILDER

Extended Warranty

WAI-47H CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
EXTENDED WARRANTY. FEX APPLIES
 WAX-101 CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
AFTERTREATMENT. FEX APPLIES
 WAG-075 TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

Prepared for:
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2125 FRENCH ROAD
DE PERE, WI 54115
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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
 Nathan Wachtendonk
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D I M E N S I O N S

VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	47X
Wheelbase (545)	7025MM (277 INCH) WHEELBASE
Rear Frame Overhang (552).....	1650MM (65 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 Nathan Wachtendonk
 GREEN BAY PUBLIC WORKS DEPT
 519 S ONEIDA ST
 GREEN BAY, WI 54303
 Phone: (920) 492-3751

Prepared by:
 Robert Balda
 QUALITY TRUCK CARE CENTER
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Dimensions	Inches
Bumper to Back of Cab (BBC)	65.2
Bumper to Centerline of Front Axle (BA)	0.0
Front Axle to Back of Cab (AC)	65.2
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	211.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	208.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	276.4
Cab Height (CH)	76.4
Wheelbase (WB)	276.6
Frame Overhang (OH)	65.0
Overall Frame Length	394.5
Overall Length (OAL)	341.6
Rear Axle Spacing	51.0
Pusher/Tag Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



QUALITY TRUCK CARE CENTER

Fond Du Lac • W6753 Commerce Court • Fond Du Lac, WI 54937 • 920-921-8886
 Oshkosh • 5725 Green Valley Road • Oshkosh, WI 54904 • 920-231-2122
 Appleton • 2150 Nordale Drive • Appleton, WI 54914 • 920-735-0442
 Depere • 2125 French Road • Depere, WI 54115 • 920-347-2213

www.qualitytruckcarecenter.com



WESTERN STAR



Sold by

Bobby Balda

P 920-347-2213

C 920-420-5453

F 920-347-2212

E balda@qualitytruck.net

Invoice # **NT-3051**
 Date 11/5/2025
 PO #

INVOICE

Purchaser

City of Green Bay
 Nathan Wachtendonk
 100 N. Jefferson St
 Green Bay, WI 54301
 920-448-3049

Unit Information

Stock # 14115WH
Unit 2026 Western Star 47X
VIN 5KKMBPFE9TLWF4290

Trade Information

Stock #
Unit
VIN

Retail Information

Sale Price		\$154,701.00
Add-ons (taxable)		\$0.00
Add-ons (non-taxable)		\$0.00
Extended Warranty		\$0.00
Shipping		\$0.00

Gross Trade Allowance		\$0.00
Trade Balance Owed	Lien Holder:	\$0.00
Net Trade Allowance		\$0.00

Taxable Sub-Total **\$154,701.00**

Sales Tax	Exemption:	\$0.00
County Tax		\$0.00
Federal Excise Tax		\$0.00

Title Fee	\$164.50
Lien Fee	\$0.00
Plate Registration	\$5.00

Down Payment \$0.00

Balance Due \$154,870.50

TERMS OF SALE

BY ACCEPTANCE OF THIS INVOICE, PURCHASER AGREES TO THE FOLLOWING

DISCLAIMER OF WARRANTIES/RISK OF LOSS. THE UNIT(S) DESCRIBED IN THIS INVOICE ("UNIT(S)") ARE SOLD TO PURCHASER "AS IS AND WHERE IS". QUALITY TRUCK CARE CENTER ("QTC C") HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY EXPRESSED WARRANTY MADE BY ANY REPRESENTATIVE OF QTC. PURCHASER ASSUMES ALL RISK RELATED TO THE CONDITION OF THE UNIT(S) AND AGREES THAT QTC SHALL HAVE NO LIABILITY FOR ANY DEFECTS OR REPAIRS TO THE UNIT(S). PURCHASER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THE UNIT(S) UPON THE DELIVERY OF THE UNIT(S) TO PURCHASER OR THE PERSON OR ENTITY DESIGNATED BY PURCHASER AT THE FACILITY OF QTC.

LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL QTC BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL OR OTHER SPECIAL,

Print Name: _____

Date: 11/05/2025

Signature: _____

Make all checks payable to ' Quality Truck Care Center, Inc. '

Thank You for your business!



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to purchase a Henderson Ultimate Salt Brine Making Machine Controls unit in the amount of \$75,872.00.

BACKGROUND

The Department of Public Works utilizes a Salt Brine Making Machine for producing salt brine that is applied to City streets ahead of winter storms to aid in preventing snow/ice from bonding to the roadway along with pre-wetting road salt as it drops from the truck mounted truck spreader to jump start the melting process. The current machine was purchased and installed in 2011, recently, the controls have been experiencing failures of internal circuit boards and electrical components. Several years ago, the manufacturer updated the controls system, therefore the current machines' controls are outdated, and parts are no longer readily available. Therefore, the replacement of the controls has been approved in the 2026 budget.

RECOMMENDATION

To purchase Henderson Ultimate Controls from Casper's Truck Equipment for \$75,872 off the Sourcewell contract# 031423-HPI which includes removal of existing controls, delivery, installation, warranty, and operator training.

FISCAL IMPACT

\$75,872

ATTACHMENTS

1. Brine Machine Control Req
2. Brine Machine Control Quote

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: December 1, 2025

Re: **Salt Brine Making Machine Controls**



Item: Salt Brine Making Machine Controls
Cost: \$75,872
Vendor: Casper's Truck Equipment
Account# 427503-55140
Delivery: West Shop

Background:

The Department of Public Works utilizes a Salt Brine Making Machine for producing salt brine that is applied to City streets ahead of winter storms to aid in preventing snow/ice from bonding to the roadway along with pre-wetting road salt as it drops from the truck mounted truck spreader to jump start the melting process. The current machine was purchased and installed in 2011, recently, the controls have been experiencing failures of internal circuit boards and electrical components. Several years ago, the manufacturer updated the controls system, therefore the current machines' controls are outdated, and parts are no longer readily available. Therefore, the replacement of the controls has been approved in the 2026 budget.

Recommendation:

To purchase Henderson Ultimate Controls from Casper's Truck Equipment for \$75,872 off the Sourcwell contract# 031423-HPI which includes removal of existing controls, delivery, installation, warranty, and operator training.



Appleton
 700 Randolph Dr
 Appleton, WI 54913
 Phone: 920-687-1111

Milwaukee
 12655 Silver Spring Rd
 Butler, WI 53007
 Phone: 920-687-1111

Account: Green Bay, City of
Name: Josh Brassfield
Address: Operations Division
 Green Bay WI 54303
Phone: 920-492-3734
Email: josh.brassfield@greenbaywi.org

Quote #: 200926990013-1
Quote Date: 11/26/2025
Valid Date: 12/26/2025
Terms: Net 30
Sales Rep: Tim Rupiper
Quoted By: Scott Kirkendall

SO#:
Est Chassis Date: N/A
Est Equip Date: 120 Days ARO

Year:		Make:		Model:		Color:		VIN:	
SRW/DRW:		Cab-Axle:		Wheelbase:		Engine:		Truck #:	
								Cab Type:	

1 Casper's Sourcewell Ultimate Controls Replacement:

A Sourcewell Controls Replacement

Control Type: Henderson Ultimate Controls
 Salinity Control Mounting: Remote Controls
 Salinity Control Pump Flow Rate: 200 GPM
 Control Voltage: 208/220 Volt, 3 Phase
 Hopper Voltage: Infinity Controls 230V/1 Phase
 Cellular Gateway: 1 Year Free Access Included
 Henderson Sourcewell Number: 031423-HPI

Sourcewell Total: \$ 72,999.00

2 Casper's Non-Contract Items:

- A Casper's Removal of Existing Controls
- B Casper's Professional Installation of New Controls
- C Casper's Programming and Data Recovery

Sub-Total: \$ 2,873.00

Total: \$ 75,872.00

This quote does not include any applicable Sales Tax, Tariffs, or Federal Excise Tax
 Unless previously arranged, quotes exceeding \$5,000.00 require 25% deposit payment
 Credit card payments are subject to a 3% fee, please submit payment via ACH or check

By signing below, I agree that I have read, understood, and will comply with the terms of this quote.

Quote Accepted By: _____ Title: _____ Date: _____ PO#: _____



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to purchase annual roadway maintenance consumables from contracted vendors for the 2026 budget year and for 2027 through 2030, with expenditure not to exceed annual approved budget amounts for each commodity.

BACKGROUND

Department of Public Works Operations Division budgets for and purchases large-volume consumable items each year. Funding for large volume commodities is included and approved in each year's budget issue. The reason for this blanket pre-authorization is to reduce the time necessary to request and receive purchase approval. Many items are available for purchase through existing or negotiated contracts. Other items have pre-established pricing from local vendors. In 2020, Department of Public Works requested and approved a five-year approval window (through 2025) for these large ticket commodities. This request is the same as 2020 to 2025 request with the exception of the requested approval period into the next five (5) years....2026 to 2030. Department of Public Works consulted with Finance/Purchasing Department on the history, process, and protocol for assembling this request.

RECOMMENDATION

Approval to authorize DPW to purchase annual roadway maintenance consumables from contracted vendors for the 2026 – 2030 budget years within the budgeted amounts for each commodity.

FISCAL IMPACT

ATTACHMENTS

1. WisDOT - PPG Ennis Amendment 39500-M24-0510541-000-01 SIGNED
2. 395002-M25-0510613-000-01 SIGNED
3. CrafcO Contract 050625
4. WI DOT Consumables 2026
5. Consumable Commodity Table



Division of Business Management
Bureau of Financial Management– Purchasing Unit
4822 Madison Yards Way 8th floor South
PO BOX 7396

Tony Evers, Governor
Kristina Boardman, Secretary
Internet: www.dot.wisconsin.gov

October 16, 2024

PPG Ennis-Flint, Inc.
4161 Piedmont Parkway, Suite 370
Greenboro, NC 27410

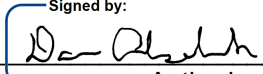
RE: WisDOT Contract 39500-M24-0510541-000-01 Pavement Marking Waterborne Paint

On December 11, 2023, a contract award was made to your company for a one-year initial term, to provide the State of Wisconsin, Department of Transportation (WisDOT), with Acrylic Waterborne Highway Paint. As a part of this contract, there are four (4) additional one-year optional renewals. Performance on this contract has been satisfactory, WisDOT would like to exercise the **first** renewal option to continue this contract with PPG Ennis-Flint, Inc. through December 15, 2025. WisDOT has also included the following provisions to be added as part of the contract renewal and Amendment 1:

- 1.) Price increase as listed in Appendix 1 of this documents, to be in effect as of November 15, 2024.
- 2.) Float solution is now added as standard to the top of every paint tote and drum. Float solution as additional and separate product has been added to the standard price sheet as a part of Appendix 1.
- 3.) Delivery lead-time to be updated from 7 working days after confirmed receipt of purchase order to 10 working days after confirmed receipt of purchase order.
- 4.) Attestation with compliance to "Buy America Requirements" as follows:
 - a. PPG Ennis-Flint, Inc. (Contractor) has reviewed WisDOT's Buy America Provision in CMM 228.5 (<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>)
 - b. For all WisDOT purchase orders, Contractor agrees to provide documentation consistent with the documentation/certification requirements indicated in CMM 228.5 to ensure compliance with Buy America requirements for steel products, manufactured products, and construction materials.
 - c. Contractor agrees to assume all costs associated with removal and return of Contractor-supplied products and materials determined by WisDOT that do not comply with Buy America requirements, including but not limited to manufacturer's own production costs as well as costs for shipping, storage, and/or disposal of noncompliant products and materials.

If it is acceptable, please sign below, to confirm understanding that the contract will be extended with the terms and conditions remaining the same, with the exception of any agreed upon additions or modifications, as included in this amendment. Award of this contract was based on competitive pricing.

- Yes, our Company will extend the contract, is in agreement and can comply with all provisions as listed in this Contract amendment.
- No, our Company will not renew this contract.

Signed by:


 7379045899864
 Authorized Signature
 Dane Alsabrook - PPG Ennis

 Printed Name & Title

October 17, 2024

 Date
 254-716-4119

 Telephone Number

Appendix 1

PPG Ennis-Flint, Inc.

WisDOT Contract 39500-M24-0510541-000-01 Pavement Marking Waterborne Paint

Price Page – Effective November 15, 2024

Line	Product Code		Description	Container	Original Bid Price	Price Increase	November 15, 2024 2025 Renewal Price
1	Fast Dry	984931-PMD275	WB FD WI WHT	Tote	\$8.65	\$.225	\$8.875
2	Fast Dry	984932-PMD275	WB FD WI YEL	Tote	\$8.51	\$.225	\$8.735
3	Fast Dry	984931-55RL	WB FB WI WHT	Drum	\$9.65	\$.225	\$9.875
4	Fast Dry	984932-55RL	WB FD WI YEL	Drum	\$9.51	\$.225	\$9.735
5	Fast Dry	984931-5P	WB FD WI WHT	Pail	\$10.65	\$.225	\$10.875
6	Fast Dry	984932-5P	WB FD WI YEL	Pail	\$10.51	\$.225	\$10.735
7		Float Solution	Float Solution	Gallon	\$1.50/gal.	-	\$1.50

NOTE: Float solution is added as standard to the top of every paint tote and drum. If additional float solution is requested, it can be purchased separately per gallon. Float Solution must be ordered and delivered with a paint delivery to receive the pricing shown above.

Delivery lead-time for all product is 10 working days after confirmed receipt of purchase order, or upon mutual written agreement / conveyance between both parties.



CONTRACT:
395002-M25-0510613-000-01

By and between:
The State of Wisconsin
Department of Transportation
And
Potters Industries, Inc.

Commodity or Service:
Reflective Glass Spheres/Beads for Roadway Application

Initial Contract Term:
May 01, 2025 – October 15, 2026

Renewal Term:
(3 total – One-year optional terms)

For further information regarding this Contract, contact:
Jeannie Silver at jeannie.silver@dot.wi.gov

State of Wisconsin

Department of Transportation

Authorized Representative

Name: Rebecca Burkel

Title: DTSD Administrator

Signature: DocuSigned by:
Rebecca Burkel
79B6497E9895446...

Date: April 30, 2025

Contractor

Contractor Name: Potters Industries, LLC

Authorized Representative

Name: Becky Tarkenton - Potters Industries

Title: Bid Administrator

Signature: Signed by:
Becky Tarkenton - Potters Industries
497C64D0E3CD4CF...

Date: April 24, 2025

1. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the “Contract”, shall be between the Wisconsin Department of Transportation, hereinafter referred to as “WisDOT”, and, Potters Industries, Inc., hereinafter referred to as the “Contractor” and/or “Provider”, for Reflective Glass Spheres/Beads for Roadway Application, according to the terms set forth in this Contract.

WisDOT Contract Administrator will be: Jeannie Silver, State Marking Engineer, email jeannie.silver@dot.wi.gov.

2. TERM OF CONTRACT

Contract term is May 01, 2025 to October 15, 2026, with 3 One-year renewal option(s).

3. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

The WisDOT’s Request for Request for Bid, the Request for Bid response written communications, and this Agreement constitute the entire agreement between the parties. The hierarchy of documents in order for resolution is as follows:

1. Official Wisconsin Department of Transportation Purchase Order and or Contract (Standard Terms and Conditions in addition to those Terms and Conditions as listed in the Request for bid and any additional procurement documents govern unless modified within the document).
2. Written communications regarding contract terms agreed upon in writing.
3. Vendor’s Response as submitted.
4. Request for Request for Bid, Solicitation Reference # 510613.

Any conflict in terms shall be governed by the highest listed document

4. WORK PLAN

The state and the contractor agree that all services provided by the contractor shall be in accordance with written communications, official purchase order(s), and this agreement.

WisDOT and the contractor agree that all work plans, deliverables, timelines, and budgets require the review and approval of the WisDOT contract Administrator as indicated in Section I of this contract document.

Contract: 395002-M25-0510613-000-01

5. LIQUIDATED DAMAGES

The liquidated damages shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms per agreed upon schedule with the region/county contact.

Liquidated damages shall be enforced as follows:

- 7 or less calendar days late (25% of the total order cost)
- 8 or more calendar days late (50% of the total order cost)

Liquidated damages shall be deducted from payments on the invoice covering the late shipments.

6. FOB DESTINATION FREIGHT INCLUDED

Products are to be delivered FOB Destination Freight Included, to the specified locations as noted as part of RFB 510613, ATTACHMENT C and submitted by your company. The cost of the product includes all packing, labor, transportation, insurance charges and use/preparation/storage manuals.

Small order fees and Fuel Surcharges will not be allowed.

7. INSURANCE REQUIREMENTS

Every contractor and all parties furnishing services or products to the Wisconsin Department of Transportation (WisDOT) or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

1. Commercial General Liability Insurance including contractual coverage:
 - a. The limits of this insurance for bodily injury and property damage.
 - b. Combined shall be at least:
 - c. Each Occurrence Limit \$1,000,000
 - d. General Aggregate Limit \$2,000,000
 - e. Products-Completed Operations Limit \$2,000,000
 - f. Personal and Advertising injury Limit \$1,000,000
2. Business Automobile Liability Insurance:
 - a. Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
3. Workers' Compensation Insurance:
 - a. Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
4. Employers Liability Insurance:
 - a. Such insurance shall provide limits of not less than \$500,000 policy limit.
5. Excess/Umbrella Liability Insurance:
 - a. Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (A.), (B.), and (D.) above.

Additional Requirements:

1. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
2. The insurance specified in (A), (B), and (E) above shall:
 - a. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies; and,
 - b. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.
3. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

4. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.
5. Contractor shall provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

**EMAIL TO: WIDOTCOI@DOT.WI.GOV
Referencing WisDOT Contract Number**

8. EMPLOYMENT

In accordance with the Internal Revenue Code Section 3402(e), if the individual is a current State employee, all payments for services are deemed to be wages and must be payrolled. Wisconsin Statute Section 230.047 must be adhered to when utilizing current employees of other state agencies. All state employees are covered by the maximum additional earnings provision of Section 16.417(2) Wisconsin Statutes noted above.

Furthermore, the Contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the agency/employer of such person or persons and of the agency head.

9. UNSATISFACTORY PERFORMANCE AND ‘CURE’ NOTICE

The WisDOT contract administrator and/or the Purchasing Agent will warn the contractor verbally and/or in writing of unsatisfactory performance at any time during the contract period. Contractor will be given a period of time to ‘cure’ the performance. If performance does not improve to WisDOT’s satisfaction, the Purchasing Agent will consider termination of the contract following the process specified in the section titled TERMINATION OF CONTRACT.

10. TERMINATION OF CONTRACT

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 60 days prior to said termination.

11. CERTIFICATION OF SALES AND USE TAX

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

12. PRIME AND SUBCONTRACTORS

The prime Contractor is responsible for performance of, payments to, and liability of their subcontractors. Subcontractors must abide by all terms and conditions of the contract. If subcontractors will be used, the prime Contractor must clearly explain their participation to WisDOT.

13. SMOKE-FREE ENVIRONMENT

All buildings where this work is to be performed are smoke-free buildings. No smoking shall be permitted.

14. SEPARABILITY

If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

15. CONFIDENTIALITY

Contractor acknowledges that some of the data it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees and subcontractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract. Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, Contractor's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.

The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

16. MINORITY BUSINESS ENTERPRISE/DISABLED VETERAN BUSINESSES & SUBCONTRACTORS

Wisconsin statutes support purchasing goods/service from state certified Minority Business Enterprises (MBEs) and Disabled Veteran-owned Businesses (DVBs) located in Wisconsin. Wisconsin is committed to the promotion of state certified minority and disabled veteran-owned businesses in the State's purchasing program.

An MBE means a business is certified by the Wisconsin Department of Administration under Statute 560.036(2). Authority for the Minority Business Enterprise (MBE) program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

A DVB means a business is certified by the Wisconsin Department of Administration (DOA), Wisconsin Supplier Diversity Program under Statute 16.283 (3). "Disabled veteran" means a person who is verified by the Department of Veterans Affairs as being all of the following at the time the person applies for certification:

1. A veteran as defined in s. 45.01(12),

2. A resident of this state, and
3. A person who is in receipt of an award from the U.S. Department of Veterans Affairs of a service – connected disability rating under 38 USC 1114 or 1134 of at least 30%.

Your company or subcontractor(s) must be currently “Certified” and registered in the Supplier Diversity Program in the State of Wisconsin to qualify as an MBE or DVB. Certification is required prior to the execution of the contract with Wisconsin and must be kept up to date throughout the life of the contract. Certified State of Wisconsin Diversity Program Suppliers can be searched on the Wisconsin Supplier Diversity website: <https://wisdp.wi.gov/Search.aspx>.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180
CFR part 1200
CFR § 200.213
CFR part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature: Signed by:
Beky Tarkenton - Potters Industries
497C64D0E3CD4CF... Date: April 24, 2025

STANDARD TERMS & CONDITIONS, DOA-3054 (R03/2019)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any

United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. **See Section 7. above regarding additional requirements and coverage minimums.**

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and

the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT D – MANDATORY REQUIREMENTS

2.1 Manufacturer and/or Contractor Qualifications and Requirements:	
2.1.1	Bidder must be an original manufacturer or distributor and/or dealer authorized by the manufacturer to sell and warranty product submitted for bid.
2.1.2	Bidder must supply references of three (3) firms to which comparable products have been provided during the past two (2) years to a comparable-sized institution or company. WisDOT may also utilize other pertinent sources of information regarding products provided by the bidder. If contacted, all of those references must verify that a high level of satisfaction was provided. Use DOA-3832 to list references. WisDOT employees must not be listed as references.
2.1.3	Bidder must be in the business of selling glass spheres that reflectorize marking paint for the past two (2) years.
2.1.4	Pursuant to WI State Statute 16.705, all services provided under this contract must be performed in the United States.
2.1.5	Bidder must have the capability to provide detailed instructions on use and storage for all product submitted for bid.
2.2 Buy America Certification	
2.2.1	Attestation with compliance to “Buy America Requirements” as follows: Bidder has reviewed WisDOT’s Buy America Provision in CMM 228.5 (https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf)
2.2.2	If awarded a contract, for all WisDOT purchase orders, Contractor agrees to provide documentation consistent with the documentation/certification requirements indicated in CMM 228.5 to ensure compliance with Buy America requirements for steel products, manufactured products, and construction materials.
2.2.3	Contractor agrees to assume all costs associated with removal and return of Contractor-supplied products and materials determined by WisDOT that do not comply with Buy America requirements, including but not limited to manufacturer’s own production costs as well as costs for shipping, storage, and/or disposal of noncompliant products and materials.

2.6	Defective Product
2.6.1	Any spheres not meeting WisDOT specifications must be promptly replaced within five (5) business days with spheres that meet the compliance. All handling and transportation charges for replacement product will be paid by the Contractor.
2.6.2	For any spheres that have been delivered and then rejected, it will be the responsibility of the Contractor to remove the rejected spheres within seven (7) business days after receipt of written notification of a rejected shipment. If the rejected spheres are not removed, WisDOT may arrange for their return to the Contractor and bill the Contractor for all associated costs.
2.13	Product Field and Technical Support Requirements
2.13.1	The awarded Contractor must provide a Field Technicians or trained Company Representatives that can provide in person and remote, application and product support to WisDOT and personnel authorized to utilize this contract.
2.13.2	The awarded Contractor must have a dedicated telephone number or direct access to Technicians or Representatives that are available for troubleshooting and application support. The support must be provided during business Working Days as clarified in Section 1., Definitions. Working Days and hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., not including State Holidays.
2.16	Warranty
2.16	3.0 A minimum one-year warranty from time of “use/application” for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials.
3.1	Firm Pricing and Price Increase Requests
3.1.1	Awarded Contractor must hold the accepted costs from time of bid through the entire contract period.
3.1.2	Price increase requests must be received in writing and sent and acknowledged by both the WisDOT appointed Contract Manager and Contract Administrator/WisDOT Purchasing, no less than 60 calendar days prior to the end of the FIRST Optional Renewal Period of the contract. The start date of a contract is the date that either both parties have signed and executed a contract OR a mutually agreed upon start date that is documented in the signed contract.
3.1.3	Requests MUST be sent with a detailed justification and supporting documentation as to the reason for the price increase request.
3.1.4	Contractor understands, if WisDOT deems the cost increases are not acceptable, it reserves the right to award the next lowest bidder or re-bid the contract in whole or part.
3.1.6	If the Contractor’s cost decreases during the term of the contract, the Contractor shall immediately notify WisDOT. Such cost decreases shall become effective to WisDOT the same date the decrease is effective to the contractor. If WisDOT is not properly notified of price decreases, the pricing at the time of order will be used for invoice payment and the vendor will provide refunds or credits as necessary.

3.4	Reporting Requirements
3.4.1	The Bidder/Contractor agrees to submit bi-annual reports that will include a minimum of the following detail: Item number, product description, quantity, customer name, delivery date, purchase order number, delivery address, dollar amount invoiced.
3.4.2	This information must be submitted on the template in excel format as provided by the WisDOT Contract Manager.
3.4.3	Report bi-annual due dates are to be emailed to the Contract Manager and Contract Administer on or before: July 15 th for Q1 and Q2 of the associated calendar year; and January 15 th for Q3 and Q4 of the calendar year.
3.4.4	Bidder understands and agrees that WisDOT reserves the right to revise the bi-annual reporting template at any time to include additional reporting parameters as required or needed.
3.4.5	Bidder understands and agrees that WisDOT reserves the right to request additional ad-hoc reporting outside of the regular reporting requirement listed above.

LOT #	BASE PRODUCT ORDER:						
	Shipment Type	Description	To be completed by Bidder Manufacturer Model/Order Number	Product Packaging	Enter your Bid UNIT PRICE Per POUND OF PRODUCT	ESTIMATED POUNDS OF PRODUCT TO BE USED FOR WISDOT PROJECTS CY2025	TOTAL
1	Line 1 - Full Truckload 44,000#	Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated	616763 - WI M247 AC110 TW 80% 2000	BULK PACKAGING 2000# TOTE or APPROVED EQUAL	\$0.56	6,388,000	\$3,602,832.00
1	Line 2 - Delivery under 44,000#	Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated	616763 - WI M247 AC110 TW 80% 2000	BULK PACKAGING 2000# TOTE or APPROVED EQUAL	\$0.56	152,000	\$85,728.00
						LOT 1 - TOTAL BID PRICE SUBMITTED:	\$3,688,560.00
LOT #	Shipment Type	Description	To be completed by Bidder Manufacturer Model/Order Number	Product Packaging	Enter your Bid UNIT PRICE Per POUND OF PRODUCT	ESTIMATED POUNDS OF PRODUCT TO BE USED FOR WISDOT PROJECTS CY2025	TOTAL
2	Line 3 - Full Truckload 44,000#	Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated	616765 - WI M247 AC110 BG 80% 2000	BAG PACKAGING 50# Bags or APPROVED EQUAL	\$0.56	104,000	\$58,656.00
2	Line 4 - Delivery under 44,000#	Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated	616765 - WI M247 AC110 BG 80% 2000	BAG PACKAGING 50# Bags or APPROVED EQUAL	\$0.56	144,000	\$81,216.00
						LOT 2 - TOTAL BID PRICE SUBMITTED:	\$139872.00



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Crafc0, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafc0, Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

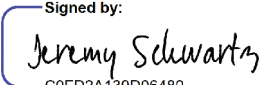
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

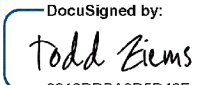
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Crafco, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/1/2025 | 4:12 PM CDT

DocuSigned by:

 8913DDBA8D5D46F...
 By: _____
 Todd Ziems
 Title: Vice President Sales and Marketing
 Date: 7/1/2025 | 1:43 PM PDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Crafc0 Inc.
Does your company conduct business under any other name? If yes, please state: AZ
Address: 6165 W Detroit St
Chandler, AZ 85226
Contact: Bryan Darling
Email: bryan.darling@crafc0.com
Phone: 602-276-0406 8041
Fax: 480-961-0513
HST#: 860324978

Submission Details

Created On: Tuesday March 18, 2025 09:25:31
Submitted On: Friday May 02, 2025 10:20:42
Submitted By: Angie Hoaglin
Email: angie.hoaglin@crafc0.com
Transaction #: 2e793fff-c556-48e6-b847-9b29c7aefbf5
Submitter's IP Address: 147.243.168.143

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Crafco, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Crafco is an authorized distributor for the KM International and Graco products we are offering in this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	58271 / FL45P7XCYDH2
5	Provide your NAICS code applicable to Solutions proposed.	324121
6	Proposer Physical Address:	6165 W. Detroit St. Chandler, AZ 85226
7	Proposer website address (or addresses):	www.crafco.com / www.poreshield.com / www.kminternational.com / www.graco.com
8	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):	Todd Ziems, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, todd.ziems@crafco.com, 602-276-0406
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Bryan Darling, Project Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Angie Hoaglin, Sales and Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Since 1976, CrafcO, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. CrafcO is the only manufacturer in the pavement preservation industry that manufactures both equipment and materials to provide a total pavement preservation solution. This gives CrafcO a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies with the best possible equipment and materials for their needs.</p> <p>VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations.</p> <p>MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries.</p> <p>VALUES:</p> <p>Empowered Service: Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers.</p> <p>Selfless Leadership: We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do.</p> <p>Purposeful Growth: Employee growth and company growth go hand in hand. We build our legacy together to ensure future success.</p> <p>Respectful Relationships: Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, CrafcO expects 85-95 units with 2,000,000 – 2,500,000 pounds of sealant each year.</p> <p>Per our current contract we have sold 216 units, 8,734,810 pounds of sealant, 74 KM units, 21 Graco units with a total of \$28,292,417.28</p> <p>CrafcO is looking to grow 25%</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>CrafcO is a subsidiary of Ergon, Inc., which is a privately held corporation. We do not provide any tax information or personal identifiable information.</p> <p>Please see attached confidential financial strength report.</p>
14	What is your US market share for the Solutions that you are proposing?	CrafcO's US market share is 70%
15	What is your Canadian market share for the Solutions that you are proposing?	CrafcO's Canadian market share is 25-35%
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	CrafcO, Inc. does not have any bankruptcy proceedings.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>Crafco as a manufacturer covers 50 states with 16 independent Distributors and 18 Crafco-owned Service Centers. Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers along with 5 Product Managers – all Crafco employees. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. Additionally, Crafco owns Supply Centers strategically located throughout the US to provide service and support for all products we are offering. Crafco works with all our Distributors to provide warranty and general service and repair facilities across the US and Canada. Crafco is also an authorized distributor for the KM and Graco products we are offering in this proposal.</p>	*
18	<p>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.</p>	<p>Crafco holds numerous business licenses and resell licenses for all State and local Agencies across the United States and Canada where we manufacture and distribute directly to customers. Crafco also requires our distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Crafco does not have any past debarments or suspensions.</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>July 2020- Signet Research Inc – AdStudy Award with Roads & Bridges</p> <p>Oct. 2020- Roads & Bridges contractors as the 2020 Gold award winner in the Crack Seal Melters/Applicators category.</p> <p>Dec. 2020- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Dec. 2021- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Jan. 2022- Roads & Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>Dec. 2022- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Dec. 2022- Stellar Vendor Award through the Maintenance Superintendents Association (MSA) for CrafcO & Rob Manriquez – Regional Sales Manager for the Pacific Region – 4th CrafcO Stellar award winner for the MSA.</p> <p>Dec. 2023- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p> <p>Jan. 2023- Roads & Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>May 2023- Top 30 Editor’s Choice Products Award Winner Asphalt Contractor – Patcher 4</p> <p>April 2024- Wichita Supply Center & Austin Stading (Territory Manager) have been honored with the prestigious Graco Distributor Distinction Award</p> <p>May 2024- Top 30 Editor’s Choice Products Award Winner Asphalt – EZ Patcher</p> <p>May 2024- Top 25 Products Award Winner Pavement Maintenance & Reconstruction – EZ Patcher</p> <p>Nov. 2024- Roads & Bridges Contractor’s Choice earned Gold in two categories: CrafcO Patcher Mastic Melter - Gold in the Road Patching category & CrafcO SuperShot - Gold in the Crack Seal Melters/Applicators category</p> <p>Dec. 2024- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where CrafcO is headquartered.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	CrafcO sells to 55-60% of the governmental sector.
22	What percentage of your sales are to the education sector in the past three years?	CrafcO sells to less than 1% of the educational sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcewell: \$18,626,679.47 total</p> <p>BuyBoard: \$966,192.84 total</p> <p>Omnia: \$0.00 While we are a part of Omnia, the \$0.00 reflects that we try to utilize and push our Sourcewell contract for all government sales 1st.</p>
24	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?	CrafcO does not hold a GSA contract or a SOSA.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
New Jersey DOT	Thien-Y Melanie Vo	609-817-9486
City of Tucson, AZ	Chris Espino	480-350-8344
Fresno County, CA	James Samuel	559-600-7528

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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.	Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. We have 5 Product Managers dedicated to providing expert knowledge and more intensive training for customers. *
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	16 US Distributors 4 Canadian Distributors. 6 Distributors with multi state coverage and 10 single state coverage. Crafco has started a customer journey mapping experience which has provided better understanding of how we can service our customers better. Crafco is also finding areas that were not being serviced at the highest level and are working to add Crafco service centers in these areas to better serve the customers and Agencies in these areas. *
28	Service force.	<p>CRAFSCO SUPPLY CENTERS</p> <p>Akron, OH: 7 Direct Employees - 1 Customer Service Representative / 2 Territory Managers / 1 VP of Business Development / 3 Area Service Technicians</p> <p>Anderson, CA: 4 Direct Employees – 1 Warehouse Technician / 1 Supply Center Assistant / 1 Customer Service Representative / 1 Supply Center Supervisor</p> <p>Bridgeton, MO: 3 Direct Employees - 1 Service Program Manager / 1 Service Technician / 1 Supply Center Supervisor</p> <p>Edmond, OK: 8 Direct Employees - 3 Supply Center Assistants / 1 Batch Plant Operator / 1 Customer Service Representative / 1 Plant Manager / 1 Regional Supply Center Manager / 1 Service Technician</p> <p>Evansville, IN: 6 Direct Employees - 1 Service Technician / 2 Supply Center Assistants / 1 Batch Plant Operator / 1 Supply Center Supervisor / 1 Plant Operator</p> <p>Farmers Branch, TX: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Fontana, CA: 4 Direct Employees - 2 Customer Service Representatives / 1 Plant Manager-Regional Supply Center Manager / 1 Administrative Supervisor</p> <p>Lee’s Summit, MO: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Millbury, MA: 5 Direct Employees - 3 Supply Center Assistants / 1 Service Technician / 1 Supply Center Supervisor</p> <p>Nashville, TN: 6 Direct Employees - 2 Service Technicians / 1 Customer Service Representative / 1 Supply Center Assistant / 1 Capital Project Manager / 1 Supply Center Supervisor</p> <p>Nassau, NY: 13 Direct Employees - 3 Managers Track Division / 2 Estimators / 2 Managers Applied Operations / 1 General Manager / 2 Administrative Assistant / 1 Plant Manager / 1 Maintenance & Yard Coordinator / 1 Office Manager</p> <p>Newtown, CT: 2 Direct Employees - 1 Supply Center Assistant / 1 Regional Supply Center Manager</p> <p>Portland, ME: 2 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant</p> <p>Portland, OR: 3 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant / 1 Service Technician</p> <p>Sacramento, CA: 2 Direct Employees - 1 Service Center Supervisor / 1 Service Technician</p> <p>San Antonio, TX: 4 Direct Employees - 1 Supply Center Assistant / 1 Service Technician / 1 Lead Mechanic / 1 Supply Center Supervisor</p> <p>Tulsa, OK: 1 Direct Employee - 1 Supply Center Supervisor</p> <p>Waite Park, MN: 2 Direct Employees</p> <p>Wichita, KS: 4 Direct Employees - 1 Service Technician / 2 Supply Center</p>

		<p>Assistants / 1 Supply Center Supervisor</p> <p>MANUFACTURING Allentown, PA: 9 Direct Employees - 1 Administrative Assistant / 1 Production Supervisor / 1 Administrative Supervisor / 2 Customer Service Representatives / 1 QC Technician / 1 Plant Manager / 1 Shipping/Receiving Supervisor / 1 Maintenance Supervisor</p> <p>Cheyenne, WY: 6 Direct Employees - 1 Shipping Administrator / 1 Administrative Assistant / 1 Shipping Supervisor / 1 Lab Technician / 1 Plant Manager / 1 Production Supervisor</p> <p>Dekalb, IL: 13 Direct Employees - 1 Lab Supervisor / 1 Concrete Product Manager / 1 Materials Formulation Chemist / 1 Procurement Specialist / 1 Administrative Assistant / 1 Product Supervisor / 1 Maintenance Supervisor / 1 Shipping-Warehouse Supervisor / 1 Production Supervisor / 1 Plant Manager / 1 General Manager of Supply Centers / 1 Customer Service Representative / 1 Administrative Supervisor</p> <p>Chandler, AZ Equipment: - 25 Direct Employees 2 Buyer-Planners / 1 Maintenance Supervisor / 1 Cycle Count>Returns Coordinator / 4 Design Engineers / 1 Administrative Assistant / 1 Senior Service Technician / 1 Production Supervisor / 1 Equipment Receiving Manager / 1 Manufacturing Process Engineer / 1 Equipment Supply Chain Manager / 2 Plant Managers / 1 Operational Excellence Manager / 1 Engineering Technician / 1 Electrical Engineer / 1 Equipment Tech Support Specialist / 1 Production Scheduler / 1 Parts Shipping Manager / 1 Stockroom-Shipping-Receiving Manager / 1 Manufacturing Manager / 1 Equipment Shipper</p> <p>Chandler, AZ Sealant: 13 Direct Employees - 2 Administrative Assistants / 1 Shipping-Receiving Supervisor / 1 Lab Supervisor / 1 Materials Quality Assurance Manager / 1 Plant Manager / 1 Pavement Materials Engineer / 1 Sealant Product Engineer / 1 Specialty Product Engineer / 1 Research Engineer / 1 Roofing Products Engineer / 1 Product Development Engineer / 1 Quality Systems Manager</p> <p>Halls, TN: 13 Direct Employees -1 Production Supervisor / 1 Administrative Supervisor / 1 Maintenance Supervisor / 1 Roofing Customer Service Representative / 1 Shipping Supervisor / 1 Plant Manager / 1 Shipper / 1 Administrative Assistant / 1 Shipping Administrative Assistant / 1 Lab Technician / 1 Lab Technician / 1 Production Supervisor-Patching / 1 Lab Supervisor</p> <p>Naples, TX: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician</p> <p>Youngstown, OH: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>DIRECT SALES: Once contacted by the Agency interested in purchasing off of the Sourcewell contract, the Territory Manager in that area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for CrafcO. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to CrafcO, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafcO.com. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, CrafcO quote and PO. Once the equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. CrafcO will invoice the Agency. Once paid, CrafcO will pay the Sourcewell Administrative Fee.</p> <p>DISTRIBUTORS: It will be the Distributor's responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator, for CrafcO to be checked, approved and returned with a quote for reference when placing an order. The Distributor will submit the worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, CrafcO quote and PO. Once the equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, CrafcO will pay the Sourcewell Administrative fee. CrafcO will ship and invoice the Distributor. The Distributor is responsible for invoicing the customer.</p>

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.	Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within the day of the inquiry from the customer. All sales force is well versed in the CrafcO/Graco/KM/PoreShield/Paint product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine or materials that best suits their needs. CrafcO works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale. A specific Product Manager will be involved if needed as well.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	CrafcO is willing and able to provide equipment, materials and service within all 50 states. Our 8 manufacturing plants strategically placed across the Country minimizes freight cost to the end users. One equipment manufacturing plant, in Chandler, Arizona, uses a very coordinated shipping plan to move equipment across the Country at the most competitive cost possible. CrafcO has 16 US Distributors with 3 Regional Managers and 4 District Managers that manage 35 Territory Managers with 5 Product Managers. Along with 18 Service Centers across the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	CrafcO has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. CrafcO currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services in Canada. All sales into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	CrafcO will service all geographic areas in the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any account type of Participating Entities will have full access to CrafcO's solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific requirements or restrictions for Hawaii, Alaska or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	CrafcO will extend the terms of the agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example, include Sourcewell in literature used by our sales representatives when talking with customers every day, include Sourcewell at tradeshow, conducted regionally and nationally reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the updated Sourcewell awarded contract logo will be added within all of these.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social Media Marketing at Crafco Inc.:</p> <p>Social media plays a critical role in building brand awareness, fostering industry relationships, and driving engagement with our customers and partners. At Crafco Inc., we take a strategic, content-driven approach to social media marketing by focusing on the following key areas:</p> <p>1. Platform-Specific Strategies</p> <p>LinkedIn: As a B2B-focused brand, LinkedIn is a cornerstone of our digital strategy. We use it to showcase new product launches, company milestones, leadership insights, case studies, and industry partnerships. We also engage with key stakeholders—DOT officials, engineers, distributors, and industry peers—to build credibility and strengthen professional networks.</p> <p>Facebook and Instagram: These platforms allow us to share behind-the-scenes content, customer success stories, employee spotlights, and event highlights. We use visual storytelling (photos, reels, and short videos) to make our brand more relatable and humanized.</p> <p>YouTube: Crafco's YouTube channel serves as a knowledge hub, featuring product demos, application tutorials, training videos, and customer testimonials. We track views, watch time, and audience retention to continuously improve our video content.</p> <p>2. Content Creation and Engagement</p> <p>We create engaging and educational content tailored to the pavement preservation and infrastructure maintenance industry. This includes:</p> <ul style="list-style-type: none"> -Product tips and maintenance best practices -Live job site videos and real-world applications -Highlighting industry trends and innovation -Celebrating distributor success and customer stories <p>3. Data-Driven Optimization</p> <p>Using tools like Meta Business Suite, LinkedIn Analytics, and third-party platforms such as Meltwater, we monitor key performance indicators (KPIs) including:</p> <ul style="list-style-type: none"> -Reach and impressions -Engagement rates (likes, comments, shares) -Follower growth -Click-through rates (CTR) to our website or landing pages <p>We use this data to refine our content calendar, post timing, and messaging for optimal results.</p> <p>4. Community Building and Customer Service</p> <p>Our social channels double as customer service and brand engagement tools. We respond promptly to inquiries, share user-generated content, and support industry events through live coverage and tagging relevant partners and organizations.</p> <p>Crafco runs multiple print ads in a variety of industry publications as well as 1000's of digital ads with our email marketing campaigns per year.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	After our initial contract launch in 2017 and most recently in 2021, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing the pavement preservation solutions they need, whether it be equipment, sealant, sprayers, recyclers, PoreShield or paint for track and court. This training is ongoing with webinars and Crafco University bi-annual in-house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members, non-members, looking for information on how to utilize the contract as well as any legal questions regarding purchasing in their respective areas.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time, Crafco does not utilize an e-procurement processing system.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	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.	Operational and safety training is standard with each delivery of our machines. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafcoco unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user's request at no charge. Crafcoco provides ongoing equipment training seminars throughout the year as well as web-based training and troubleshooting. *
42	Describe in detail your 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.	<p>Through Crafcoco or one of its affiliated distributors, will replace for the original purchaser free of charge any parts found upon examination by the factory at Chandler, AZ, to be defective in material or workmanship. The warranty is for a period of 2 years (Crafcoco is the only equipment manufacturer with a 2 year warranty with unlimited hours on the machine, excluding the engine.) from the invoice date, but excludes engine or components, tires, and battery as these items are subject to warranties issued by their manufacturers. Crafcoco, Inc. Shall not be liable for parts that have been damaged by accident, alteration, abuse, improper lubrication/maintenance, normal wear, or other cause beyond our control. The warranty provided herein extends only to the repair and/or replacement of those components on the equipment covered above and does not cover labor costs. The warranty does not extend to incidental or consequential damages incurred as a result of any defect covered by this warranty. All transportation and labor costs incurred by the purchaser in submitting or repairing covered components must be borne by the purchaser. Crafcoco, Inc. Specifically disavows any other representation, warranty, or liability related to the condition or use of the product.</p> <p>Crafcoco, Inc. warrants that Crafcoco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcoco shall not be responsible for improperly applied or misused products. Remedies against Crafcoco, Inc., as agreed to by Crafcoco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcoco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcoco, Inc. whichever is earlier. There shall be no other warranties expressed or implied.</p>
43	Describe any technological advances that your proposed Solutions offer.	<p>With over 49 years of manufacturing experience, Crafcoco has been the leader in the pavement preservation technology with ground-breaking advancements in material effectiveness, safety, ergonomics, control and technology. With regard to materials, Crafcoco helped pioneer the crack sealing industry, developing the science behind crack sealant and its constituent ingredients. Our team of researchers (including PHD-level scientists) continues to develop materials with a wider effective temperature range and greater durability under heavy traffic loads. Independent tests performed by FHWA and other agencies have proven the superior effectiveness of Crafcoco crack sealants.</p> <p>Additionally, our PoreShield concrete protectant offers several advantages over conventional concrete sealers, including safety (low VOC, no PPE needed for application), sustainability (made from American-grown soybeans), durability (10+ years of protection with one application, blocks damage below surface) and versatility (new/old concrete, numerous application types).</p> <p>With regard to equipment, all of Crafcoco's equipment is designed to reduce accidents and injuries, including preventing strain with ergonomic loading heights, protecting workers by placing controls away from traffic, and reducing fatigue through the self-supporting Flex Boom hose system. Our on-demand pump system stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned by hot sealant. The Pump Lockout system was also developed to keep the operator from trying to pump sealants before it is heated to the proper temperature and causing premature wear on the pump. New digital engine controls operate the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up; once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafcoco melters much more fuel efficient.</p> <p>Crafcoco's EZ Patcher is an industry-exclusive machine enabling a skid steer operator to effectively repair longitudinal and transverse joints from the safety of the skid steer cab, minimizing the crew's exposure to traffic. It is designed to work in conjunction with a Patcher II & 4 and was developed entirely at Crafcoco from concept to finished product.</p> <p>Crafcoco's engineering and designs make our crack sealing and patching equipment the safest, most reliable and most productive in the industry.</p>

44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Crafco is creating industry-first life cycle assessments (LCAs) for all products to better understand their environmental impact, including raw material extraction, transportation, manufacturing and packaging. This work was commissioned by Crafco and is being performed by Sphera.</p> <p>Crafco has developed a meltable packaging for our sealants and mastics that melts quickly and completely without affecting the property or performance of the sealants. This eliminates cardboard waste for increased sustainability and is also a time saving packaging for the end user as there is no unboxing that has to happen during the crack seal operation.</p> <p>Crafco offers PoreShield, a low VOC (ASTM test at 43.3g/L) meeting all national (and international) standards for VOC limitations on concrete coatings. It is all American-made from sustainably-sourced soybeans. PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.</p> <p>Additionally, Crafco recycles approximately 10 million lbs. of crumb rubber each year (typically from used tires) to produce crack sealant and other products, saving those waste products from the landfill. Crafco also uses recycled cardboard for all boxed packaging.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.</p> <p>Crafco is currently in the process of creating life cycle assessments for all products.</p>	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Crafco’s equipment uses Tier 4 diesel engines to help agencies and contractors meet environmental regulations. Our digital engine controller runs the engine at a lower RPM during warm-up, when the engine is least efficient. Once warm-up is complete, the engine RPM is raised to provide full power.</p> <p>Additionally, crack sealing and mastic patching significantly reduces production of carbon dioxide by allowing targeted repairs which alleviate the need for carbon-intensive repaving.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>PoreShield is certified to be 93%+ biobased material; it is also low VOC (43.3g/L), a 90%+ reduction in VOC compared to many competing products.</p> <p>Crafco HP ER Asphalt is a low-VOC cold patch material for pavement patching.</p>	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>All of Crafco’s equipment is designed with ergonomics in mind. Our loading doors are placed at a natural loading height to reduce back strain. Field-serviceable components such as the burner are designed to be easily accessible and minimize work in awkward positions or cramped spaces - such as below a trailer.</p> <p>The Flex Boom hose system reduces fatigue by supporting the weight of the hose and wand, with the added benefits of keeping the hose from scraping the ground (less damage) and maximizing the operator’s working radius.</p> <p>Our Autoloader helps reduce labor and strain by automating the process of loading sealant blocks into the melter. It allows operators to easily load blocks onto a conveyor from the back of their truck, then advance the material as needed from the ground.</p> <p>The Model 30 Pavement Router is available with a self-propulsion attachment to reduce strain while working on slopes, loading onto trailers or moving the unit around a work site.</p> <p>The EZ Patcher allows one operator to patch pavement while sitting in the skid steer cab, eliminating the need for a worker on foot to maneuver a drag box or use a hot iron for touchups.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Crafco’s Beckett Burners employs a DC Controller to monitor the burner operation to ensure proper ignition of the burner and to shut down if there are any issues. Optional fire extinguisher mounted on the trailer frame of the machines. While running our machines, operators are trained to have proper PPE which includes safety glasses, long sleeved shirts, gloves, long pants, steel toe boots.</p>	*

<p>50</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Crafco helped pioneer the pavement preservation industry starting in 1976. Crafco has engineers who are members of the ASTM committees that develop sealant specifications for the entire country. Crafco is also involved with several sealant test decks across the country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement ensures that Crafco sealants are designed and manufactured to the highest standard of quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafco have testing labs. Every single manufacturing lot of material is tested before shipping and certified to meet the relevant specifications. This guarantees the products' quality.</p> <p>The Crafco equipment plant has a very extensive QA/QC program, this includes the run-up of all pieces of equipment to ensure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. Crafco has in-house R&D and 99% of the equipment we sell is all designed, tested and manufactured at our Chandler, AZ facility. We manufacture all of the equipment in-house from scratch with raw materials like sheet metal, tubing, channel etc. Our engineers hold Mechanical Engineering Degrees, Industrial Design Degrees, Electrical Engineering Degrees, Computer Science Degrees and Tech School Degrees. Several employees have more than 30 years of design, welding and fabrication experience. We offer continuing education for the engineering team as well as specialty software training courses and manufacturing courses.</p> <p>All KM and Graco equipment will be received either at a Crafco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency.</p> <p>Additionally, Poreshield offers unique value to Agencies tasked with maintaining concrete pavements. It is safe to handle and store, and easy to apply. Poreshield can be applied by Agency maintenance staff without the need for special equipment, PPE or training. Crafco is the only manufacturer of Poreshield, the cost effective, bio-based concrete protectant that's proven to extend the life of the concrete surfaces by 10+ years.</p> <p>Crafco is also the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters should work and apply the product in the most efficient way possible, while selecting the materials they need.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	CrafcO terms are Net 30 Days. CrafcO will accept Credit Cards and Wire Transfers.
61	Describe any leasing or financing options available for use by educational or governmental entities.	CrafcO will utilize the Sourcwell awarded NCL along with other Agency preferred financing.
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Per our current Sourcwell Contract; attached in the Standard Transaction section is the worksheet, quote with terms and conditions along with an order form.
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	CrafcO accepts P-Card procurement and payment processes at no additional cost.

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Crafco is offering Product Category Discount. Pricing lists are attached with related discounts noted.	*
65	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.	Crafco Equipment and Options: 5-20% off list Crafco materials: 10-20% off list KM International: 9-13% off list Graco: 15% off list Poreshield: 10% off list Paint: 10% off list	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	This is not typically offered as most Agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	If the Agency requests a "sourced" or "non-standard option", we will work closely with our supply vendors to get the best possible price for the Agency and add it to the "unpublished" section of the worksheet.	*
68	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.	There are no elements not included within the pricing submitted.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crafco always works closely with our freight company to get the best delivery method possible to the Agency.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Either the direct Territory Manager or Distributor will complete the Sourcewell worksheet and then send to Crafco HQ to Angie Hoaglin, Contract Administrator, she will verify pricing is correct and sign the worksheet. No worksheets will be sent to the Agency without Angie's approval. Once a PO is received, that gets entered into our Quarterly log where all information from the PO will be added along with the fee to be paid to Sourcewell. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	From the date of the award, Crafco will keep an internal log of all quotes sent to Agencies, once a PO is received that is logged with the quote as an order. This information is tracked monthly and reviewed by the Senior Leadership members at Crafco. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts or agencies.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Roadway Maintenance Equipment and materials including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Pavement Marking Application Machines, Sealants, Mastics, Cold Patch, Asphalt Recyclers, Reclaimers, Pavement Marking and Maintenance machines, Pavement Marking Paint with Paint Mixer and bio-based concrete protectant.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Crafco will not utilize subcategories.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	KM International
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Crafco, Inc.
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Graco

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Crafcoc, Inc. Price File.pdf - Friday May 02, 2025 10:05:30
- [Financial Strength and Stability](#) - Crafcoc Inc. 06.30.2024 Audited FS CONFIDENTIAL.pdf - Monday April 14, 2025 15:50:53
- [Marketing Plan/Samples](#) - Crafcoc Sourcewell Marketing Samples.pdf - Wednesday April 30, 2025 08:12:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents-Warranty.pdf - Wednesday April 16, 2025 16:00:08
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Distributors-TM List.xlsx - Wednesday April 16, 2025 10:30:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Todd Ziems, VP Sales and Marketing, Crafcro, Inc.

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 obligations contemplated in the solicitation proposal.

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_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1



Purchasing Department
100 North Jefferson Street - Room 410
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

DPW Consumable Annual Ordering -WI DOT

The Wisconsin Department of Transportation (WisDOT) uses individual contracts for asphalt hot mix (HMA) projects, rather than a general purchasing cooperative for all HMA work. Contractors bid on specific projects that include HMA, and the awarded bidder must enter into a contract with the WisDOT, perform the work according to the specifications and plans, and provide a surety bond.

How asphalt purchasing is handled

Project-based bidding: Contractors bid on specific, individual projects. The "cooperative agreement" is the contract for each project, which specifies the work to be done, such as asphaltic milling, pavement, and repairs.

Bidding process: Contractors submit bids for each project, including a proposal guaranty.

Contract execution: If a bidder wins, they are required to sign the contract and provide a surety bond.

Compliance: The contractor agrees to perform the work according to the bid, specifications, and plans, and to accept the payment amount as full payment.

Special provisions: Each project may have special provisions, such as those for HMA density and volumetric testing under a Percent Within Limits (PWL) quality assurance program.

Thomas Walenski

Thomas J. Walenski
City of Green Bay Procurement Manager
11-25-2025

Consumable Commodity	Est. Annual Usage	Purchasing Method	Contract Number	Current Supplier	End Date
Crafco Roadsaver 221	35,000 pounds	Sourcewell	#050625-CFC	Sherwin Industries	7/7/2029
Crafco Mastic One	90,000 pounds	Sourcewell	#050625-CFC	Sherwin Industries	7/7/2029
Hot Mix Asphalt	2,200 tons	WisDOT	Annual Per Project	Northeast Asphalt	-
Tack Coat	200 gallons	WI DOT	Annual Per Project	Northeast Asphalt	-
High Performance Cold Patch	100 tons	As Needed	Best Price - Availability	Sheboygan County	-
Reflective Glass Spheres/Beads	46,000 pounds	VendorNet	395002-M25-0510613-000-01	Potters Industries	10/15/2026
Acrylic Waterborne Highway Paint	5,700 gallons	VendorNet	395002-M24-0510541	PPG Ennis	12/15/2025
Sand, Stone, Gravel, Topsoil	2,000 tons	WI DOT	Annual Per Project	Peters Concrete/Northeast Asphalt	-
Road Salt (crushed NaCl)	7,000 tons	WI DOT	Annual Per Project	State of WI – Annual Order	03/01/022x



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works to adopt the Proposed 2026 Sanitary Sewer Service Charges.

BACKGROUND

The sanitary sewer service charges are determined annually based on the City of Green Bay's approved budget and Green Bay Metropolitan Sewage District 2026 rates. Rates are calculated for non-monitored (e.g. residential, commercial) and monitored (industrial) customers.

RECOMMENDATION

To approve the proposed 2026 Sanitary Sewer Service Charges.

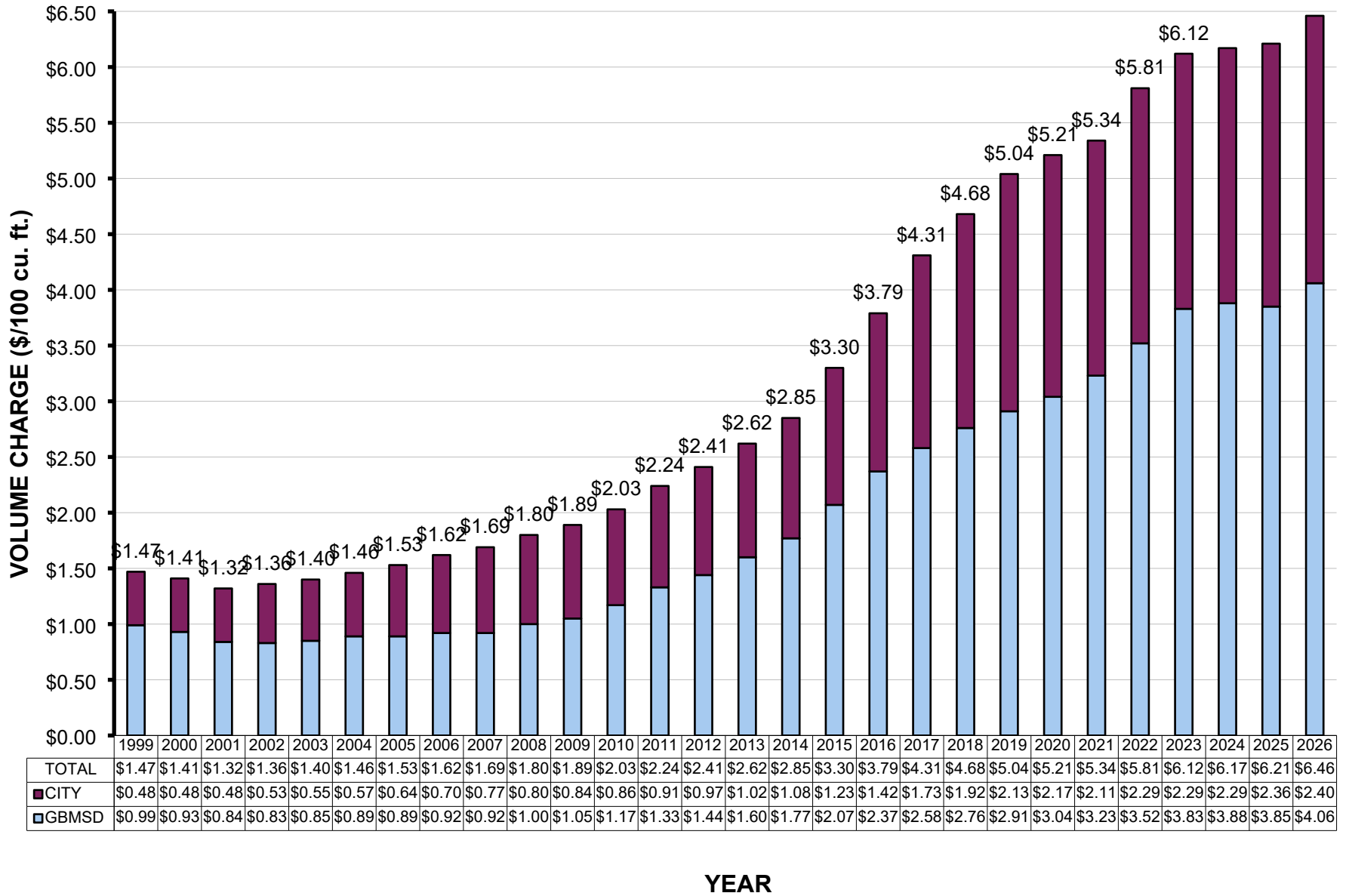
FISCAL IMPACT

The proposed rates are based on the City's approved 2026 Sanitary Sewer District Budget.

ATTACHMENTS

1. I&S - 2026 Sanitary Sewer District Rate History Graph
2. 1999-2026 Sanitary Sewer Rate History
3. 2026 Proposed Sanitary Sewer Service Charges

SANITARY SEWER DISTRICT RATE HISTORY



**SANITARY SEWER DISTRICT RATE HISTORY
(1999 - 2026)**

YEAR	VOLUME CHARGE NON-MONITORED USERS			MINIMUM CHARGE NON-MONITORED USERS				QUARTERLY CHARGE (AVERAGE RESIDENTIAL CUSTOMER)	BUDGET
	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL		
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
2020	\$3.04	\$2.17	\$5.21	\$10.24	\$15.63	\$6.41	\$32.30	\$126.08	\$31,012,511.00
2021	\$3.23	\$2.11	\$5.34	\$11.52	\$16.02	\$6.66	\$34.10	\$130.22	\$31,176,695.00
2022	\$3.52	\$2.29	\$5.81	\$11.57	\$17.43	\$6.94	\$35.90	\$140.48	\$31,181,361.00
2023	\$3.83	\$2.29	\$6.12	\$11.55	\$18.36	\$8.02	\$37.90	\$148.06	\$34,384,298.00
2024	\$3.88	\$2.29	\$6.17	\$15.18	\$18.52	\$8.50	\$41.20	\$152.26	\$34,761,601.00
2025	\$3.85	\$2.36	\$6.21	\$20.21	\$18.63	\$8.88	\$47.72	\$159.50	\$34,854,981.00
2026	\$4.06	\$2.40	\$6.46	\$20.31	\$19.38	\$8.92	\$48.61	\$164.89	\$35,138,848.00
% CHANGE	5.45	1.69	4.03	31.43	0.87	5.99	8.71	2.84	1.10

NOTE:

- 1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 256/420/6.9/40.6 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
- 2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
- 3) I/I CHARGE = Quarterly charge for infiltration/inflow.
- 4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
- 5) BILLING CHARGE = Cost for water Department to prepare bill.
- 6) QUARTERLY CHARGE (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/5/24

**CITY OF GREEN BAY
PROPOSED 2026
SANITARY SEWER SERVICE CHARGES**

SECTION 42-30. (c)1. NON-MONITORED USERS

<u>(c)1.a. Normal Sewage Strength Parameters</u>	<u>Five Year Average</u>
Biochemical Oxygen Demand (BOD)	= 272 ppm
Suspended Solids (S.S.)	= 387 ppm
Phosphorous	= 6.9 ppm
Total Kjeldahl Nitrogen (TKN)	= 45.4 ppm

(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

(c)1.c. Customer Charge

<u>Meter Size</u> (Inches)	<u>Monthly</u> <u>Billed Customers</u>		<u>Quarterly</u> <u>Billed Customers</u>	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 22.10	3	\$ 48.60
1	3	38.70	9	96.40
1 1/2	5	55.20	15	144.20
2	10	97.60	30	266.10
3	20	221.50	60	628.80
4	30	324.20	90	901.40
6	65	624.50	195	1,748.60
8	175	1,416.00	510	3,972.70
10	250	2,006.00	750	5,750.40

c.f. = cubic feet

(c)1.d. Volume Charge

Green Bay Metropolitan Sewage District (GBMSD) Rates for the current period are:

Volume:	\$1.44635/1,000 gallons
BOD:	\$0.61064/pound
Suspended Solids.....	\$0.61737/pound
Phosphorous:	\$2.93279/pound
TKN:	\$1.13171/pound

**CITY OF GREEN BAY
PROPOSED 2026
SANITARY SEWER SERVICE CHARGES**

Based on GBMSD Rates, Volume Charges are as follows:

The GBMSD charge shall be:\$4.06/100 cubic feet
The City charge shall be:.....\$2.40/100 cubic feet
The total volume charge shall be:.....\$6.46/100 cubic feet

SECTION 42-30. (c)2. MONITORED USERS

Abnormal Strength Sewage

(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge
+ Sampling Charge

(c)2.b. Monthly Customer Charge

\$318.00 per month

(c)2.c. Quantity Charges

	<u>GBMSD Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$1.08187/100 c.f. ^(a)	\$2.40/100 c.f.	\$3.48187/100 c.f.
BOD:	\$0.61064/pound	--	\$0.61064/pound
SS:	\$0.61737/pound	--	\$0.61737/pound
Phosphorous:	\$2.93279/pound	--	\$2.93279/pound
TKN:	\$1.13171/pound	--	\$1.13171/pound

^(a)Equivalent to \$1.29313/1,000 gallons
c.f. = cubic feet

(c)2.e. Sampling Charge

Sample Collection (\$16.00) & Analysis (\$60.75) = \$76.75 per sample
Sampler Rental = \$50.00 per day



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to approve the award of SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING to the lowest responsive bidder.

BACKGROUND

The Barina Creek Stormwater Pond is a City owned stormwater facility, located near the intersection of Church Road and Durham Road in the City of Green Bay. The proposed project includes maintenance dredging of the stormwater pond and forebay to remove accumulated sediment within the limits of the pond liner. No previous dredging has occurred at this site since construction of the pond in 1999-2000. Sediment will be transported for disposal at the Bayport Dredge Material Rehandling Facility.

RECOMMENDATION

Approval to award Sewers 4-25 Barina Creek Parkway – Stormwater Pond Dredging to the lowest responsive bidder.

FISCAL IMPACT

This project has been budgeted under a Capital Improvement Project under the Stormwater Utility capital improvement fund.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 10, 2025

PREPARED BY

AGENDA ITEM # G.I

Director's Report on recent activities of the Public Works Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None