

Cost Proposal 4.2 (Original)

Original
T2 3-26-15

Request for Proposal for Conversion, Installation, and service of propane systems, propane fuel and vehicle refueling station.

Propane Autogas (PRINS) Systems, Propane Fuel and Vehicle Refueling Station

Due Date: March 31, 2015 5:00 p.m.

Premier Cooperative
405 W Linden St
PO Box 548
Lancaster, WI 53813

Contact Person: Tim Zogg
Phone #: Office (608)723-4181 or Mobile (608)632-5029
Fax Number (608)723-4183
Email address: tim.zogg@chsinc.com

Alliance Autogas Contact: Josh Budworth

Phone: (608)732-7768

4.2.1 Conversion Costs

The cost to convert each Ford Interceptor SUV for this order is \$5800 (five thousand eight hundred dollars). All prices indicated above are inclusive of shipping, installation and labor costs. Customer shall pay Premier costs for each vehicle conversion within 30 business days of conversion center completion of the installation.

4.2.2 Fuel Costs

- a.) Premier will guarantee a fixed margin at the time of acceptance of proposal based off of the current publicized index pricing published by Propane Resources Mapco Terminal Pricing sheet out of Pine Bend Terminal. City may lock in the rate for a minimum of 12 months after the first year of service.
- b.) The weekly publicized price of Autogas (propane) at the terminal as published by Propane Resources Mapco Terminal Pricing sheet out of Pine Bend Terminal in effect on the day of purchase plus transportations costs (Exhibit A) plus 50 (fifty) cents per gallon, plus applicable federal, state and local motor fuel, excise and/or sales taxes. Exemption certificates must be provided before taxes can be exempted from billings.
- c.) Premier agrees to provide Customer with terminal pricing data upon request.

4.2.3 Vehicle Service Costs

48 (forty eight) TIL

Conversion center that is chosen will agree to a guaranteed hourly rate for service related maintenance outside of warranty related issues. Set amount will be determined after conversion center is chosen.

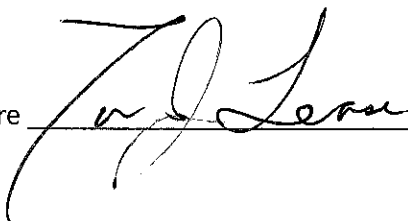
4.2.4 Refueling Station Costs

Refueling station has a one time lease agreement fee of \$5.28 for the term of this agreement. Any service related issues at the refueling station will be the responsibility of Premier. Refueling station will have the software reporting capabilities noted in section 3.1.1-6.

4.2.5 Training Costs

Training will be provided to Customer at no charge to the Lacrosse Police Department for the term of this agreement.

Offeror Signature



Date

26 March 2015

Print/Type Name Timothy J. Lease

Premier Cooperative

Witness *Jan Z...*

Technical Proposal 4.1

Original
T2 3-26-15

Premier Cooperative
405 W Linden St
PO Box 548
Lancaster, WI 53813

Contact Person: Tim Zogg
Phone #: (608) 632-5029
Fax Number (608)723-4183
Email address: tim.zogg@chsinc.com

Alliance Autogas Contact: Josh Budworth
Phone # (608) 732-7768

PROPOSAL LETTER 1.4.1 A.1

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals ("RFP") for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the City of La Crosse Police Department, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of La Crosse Police ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

Authorized Signature for Offeror Timothy J. Lease

Date 3/26/15

Print/Type Name Timothy J. Lease

Print/Type Offeror Name Here Premier Cooperative

4.1.1. B.) **Basic Information:**

- 1.) Premier Cooperative Po Box 548, 405 W. Linden St. Lancaster, WI 53813
 - a. Contact Person: Tim Zogg
 - b. Office Phone (608)723-4181 or Mobile Phone (608) 632-5029
 - c. Fax # (608)723-4183
 - d. Email: tim.zogg@chsinc.com
- 2.) Organization Type: Supply Cooperative
- 3.) History of Premier Cooperative: Premier Cooperative is an agriculture and consumer supply business, dedicated to providing its members/owners with the products and services they desire. Premier has been in business since 1893. Premier's management team has over 40 years of experience in the propane industry.

C.) **Relevant Experience and Capabilities**

Premier has four years of alternative fuel business and Premier's partner Alliance Autogas has ten years of experience. Alliance Autogas has converted over 1200 vehicles using the PRINS System & Installed 35 Fueling sites in 12 states . Also in 2009, Alliance AutoGas replied to an RFP from the Department of Energy as part of the Recovery Act Grant. Alliance AutoGas was one of 24 selected out of 350 responses for this 4 year program. The Alliance Autogas network has hundreds of clients that vehicles currently run on propane Autogas with fleets of 20 or more. Premier/Alliance Autogas is an authorized PRINS distributor. Premier will set up a certified conversion center that will provide trained mechanics on conversion, troubleshooting, warranty and safety.

1.) Conversion Experience:

The following clients have all been converted by Premier Cooperative/Alliance Autogas. These were all done under the supervision of Business Development Manager Josh Budworth.

a. **Dave Jones Inc.**

Installation Date: 02/12/13

15 vehicles converted to date

1000 gallon on site refueling station

Point of Contact: Dave Jones (608)222-8490

Email: djones@davejonesinc.com

b. **Berres Brothers Coffee**

Installation Date: 02/12/13

4 vehicles converted to date, vehicles will be added in the near future as well

1000 gallon on site refueling station

Point of Contact: Greg Beranek (800)233-5443

Email: greg@bbcoffee.com

c. **Iowa County Sheriff Department**

Installation Date 05/23/12

4 vehicles converted to date, 2 additional vehicles scheduled for conversion spring 2015.

1000 gallon public refueler located in Dodgeville & also using Premier's branch refueler.

Point of Contact: Steve Michek (608)935-3314

Email: steve.michek@iowacounty.org

- 2.) Premier has over 300 employees and has the ability to perform any size work load for projects we obtain. Premier distributes approximately 15 million gallons of propane yearly to our customers. The propane division has the technical ability to handle all our customer's propane needs, which include installation of storage tanks at commercial and residential facilities on any size level.

D.) Proposed Propane Autogas Conversion System:

EPA Conversion Certificate # will be available when installations are performed.

The tank size will be a 14x40 tank. This will hold approximately 20 gallons of useable propane.

The location of the tank will go behind the rear seat compartment. This is similar to the placement of the current vehicles that the City has now.

The warranty on the VS12 systems is as follows: There is a 5 year/100,000 mile warranty. The warranty covers the cost of the system components and labor.

User guides and maintenance manuals come with the PRINS System and will be given to the City after conversion.



Original
T2.
3-26-15

**REQUEST FOR PROPOSALS FOR
CONVERSION, INSTALLATION AND SERVICE OF
PROPANE SYSTEMS, PROPANE FUEL AND VEHICLE REFUELING STATION**

PROPOSALS DUE: No later than March 31, 2015, 5:00 PM CST in hard copy. Electronic submissions via e-mail or fax will NOT be accepted.

Questions should be directed in writing to City of La Crosse Police Department,
via e-mail to: Abrahamr@cityoflacrosse.org

**Submit Proposals to:
La Crosse Police Department
ATTN: Asst. Chief Abraham
400 La Crosse Street
La Crosse, WI 54601**

PROPOSAL LETTER

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals ("RFP") for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the City of La Crosse Police Department, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of La Crosse Police ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

Authorized Signature for Offeror 

Date 3-26-15

Print/Type Name Tim Zoagg

Print/Type Offeror Name Here Premier Co-op

CONTRACT AGREEMENT

For

PROPANE SUPPLIER
SERIVCES

Between

CITY OF LA CROSSE WI, POLICE

("City")

And

Premier Co-op

("Supplier")

PROPANE SUPPLY AGREEMENT

This PROPANE SUPPLY AGREEMENT (the "Agreement") is made as of the 30th day of March, 2015 by and between Premier Cooperative, "Supplier") and The City of La Crosse Police ("City"). Supplier and City may be referred to individually as a "Party" or collectively as the "Parties".

Statement of Purpose:

A. Supplier will install a propane fueling station at 4000 Marco Drive, La Crosse, WI 54601 (the "Station") pursuant to which Supplier will make available to City owned motor vehicles powered by internal combustion engines using propane as an alternative fuel .

B. City desires to purchase PROPANE from Supplier at the Station, and Supplier desires to sell PROPANE to City, all on the terms and conditions set forth herein.

Agreement:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development of Station. Within 90 days of the Execution Date, Supplier shall commence the development of the Station by, at a minimum (I) applying for the necessary licenses and permits in order to operate the Station (including, but not limited to, any licenses and permits required by Federal, State and local governments and any zoning permits required by the governmental body with zoning authority over the real property where the Station is to be located) (collectively, the "Permits") ; (II) entering into one or more contracts for the construction of the Station; (III) entering into one or more contracts for the purchase and/or installation of the equipment, machinery and systems necessary for the operation of the Station; and (IV) entering into one or more contracts for the financing of the acquisition, development, construction and financing of the Station. Supplier's best estimate for the date on which the Station will be operational and open for use is July 31, 2015 or 90 days after the Execution Date. The date the Station opens for refueling of PROPANE to the City shall be referred to as the "Commencement Date".

2. Term.

(a) *Term.* The initial term of this Agreement shall commence (_____) days from the Execution Date and shall terminate absolutely and without further obligation of City on the same date in the next calendar day after 36 consecutive months following the execution date of this Agreement and at the same date close of each succeeding calendar year for which it may be renewed as provided herein. This Agreement shall automatically renew under the same terms and conditions (each, a "Renewal Date") for up to two additional - (1) year calendar periods thereafter unless (I) the Agreement is sooner terminated pursuant to Section 2(b) or Section 6 below or (II) The City gives written notice of cancellation to the Supplier. The City must provide at least ninety (90) days written notice.

- (b) *Failure to Complete the Station.* Supplier agrees to diligently pursue the acquisition, construction, development, permitting and financing of the Station in a reasonable manner. In the event that the Commencement Date does not occur within 120 days of the Execution Date, the City shall have the right to terminate this Agreement, without liability to the Supplier, upon the delivery of prior written notice to that effect to the Supplier.

3. Purchase and Sale of PROPANE.

- (a) *Purchase and Sale.* From and after the Commencement Date, Supplier shall sell and Make available to City at the Station PROPANE for use in PROPANE Vehicles/machinery owned and operated by City.

4. Pricing and Payment.

- (a) *Pricing.* During the Service Term, City shall pay Supplier for each GGE of PROPANE at the "Rate" according to the following formula: [INTESERT FORMULA]
- (b) *Fixed-Rate Option.* At any point during the term of this Agreement, City may lock in the Rate for a minimum of twelve (12) months.
- (c) *Payment.* For each month during the Service Term, Supplier shall invoice City by multiplying the Unit Price by the amount of GGEs dispensed to the City for such month. City shall pay all invoices within thirty (30) days of the invoice date.
- (d) *Excise, Sale and Use Taxes.* Supplier is required to and/or may be required in the future to collect and remit certain federal, state and local taxes, including fuel use taxes, on PROPANE sold at the Station, subject to certain exceptions. Supplier shall be responsible for all such applicable excise, sales and use taxes related to its purchases of PROPANE under this Agreement. If City qualifies for any exemption from certain of these taxes, City shall furnish to Supplier appropriate certification authorizing non-payment of the applicable tax(es). If City fails to maintain its exempt status or, for any other reason City's exemption becomes invalid without notification to Supplier, City shall pay Supplier for all taxes, penalties and interest on any nonpayment and underpayments of taxes related to the City's tax exemption status.

5. Obligations of the Parties During the Service Term.

- (a) *Supplier's Obligations.* During the Service Term, Supplier agrees to:
 - (i) maintain all Permits and licenses necessary for ownership and operation of the Station;

- (ii) retain operational control of the Station, be responsible for all operations and maintenance of the Station and bear all costs related to the ownership, operation and maintenance of the Station; observe, follow and comply with the practices, methods and means engaged in or approved by a significant portion of the PROPANE -industry during the relevant time period, and any of the practices, methods and means which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition; provided, however, that such practices are not intended to be limited to the optimum practice, method or means to the exclusion of all others, but rather is intended to include acceptable practices, methods or means generally accepted in the region;
 - (iii) provide appropriate training and supervision for its employees in the proper dispensing of PROPANE into PROPANE Vehicles and use of the Station including, but not limited to, scheduling attendance at any training sessions provided by Supplier (if any); and
 - (iv) comply in all material respects with all applicable federal, state and local laws, regulations, ordinances and rulings including, but not limited to, those pertaining to health, safety, employment and environmental matters.
- (b) *City's Obligations.* During the Service Term, City agrees to:
- (i) comply in all material respects with all applicable federal, state and local laws, regulations, ordinances and rulings including, but not limited to, those pertaining to health, safety, employment and environmental matters; and
 - (ii) pay each invoice submitted by Supplier in accordance with the provisions of Section 4.

6. Termination.

- (a) *Termination by City:* City may at its sole option terminate this Agreement.
- (b) *Termination by Supplier.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:
 - (i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by City (except for a payment default described in Section 6(b)(ii) below), and such default shall continue for a period of sixty (60) days after written notice thereof by Supplier to City, which notice shall specify such failure with particularity; or
 - (ii) City shall fail to make any payment required hereunder and such default shall continue for a period of thirty (30) days after written notice from Supplier to City; then in case of such event and upon the expiration of the period of cure or

grace applicable thereto, Supplier may terminate this Agreement at its sole option, providing a 90 day written notice.

- (c) *Continuing Obligations.* If this Agreement is terminated pursuant to this Section 6, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this Agreement within thirty (30) days after the effective date of termination. Without limiting the generality of the foregoing, within thirty (30) days after the effective date of termination of this Agreement, City shall be obligated to pay to Supplier all accrued and unpaid fees together with all accrued and unpaid interest thereon (including any early termination fees, if applicable).
- (d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, explosions and delay of carriers (including, but not limited to, FNG or AGLC); provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

7. Representations and Warranties.

- (a) *Representations by Supplier.* Supplier hereby represents and warrants to City that:
 - (i) Supplier is a business/company duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is duly qualified to conduct business in the State of Wisconsin and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder.
 - (ii) Supplier has all requisite power and authority to enter into and perform this Agreement and to perform each of its obligations under this Agreement. This Agreement and the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Supplier.
 - (iii) This Agreement has been duly executed and delivered by Supplier and constitutes the legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.
 - (iv) The execution and delivery of this Agreement by Supplier does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which Supplier is now a party or by which Supplier may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental

body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this Agreement, do not, and will not constitute a material default under any organization or governing agreement relating to Supplier.

(b) *Representations by City.* City hereby represents and warrants to Supplier as follows:

- (i) City is duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is duly qualified to conduct business in the State of Wisconsin and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder.
- (ii) City has all requisite power and authority to enter into and perform this Agreement and to perform each of its obligations under this Agreement. This Agreement and the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of City.
- (iii) This Agreement has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.
- (iv) The execution and delivery of this Agreement by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this Agreement, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particular purpose.

8. Indemnification.

- (a) *Indemnification by Supplier.* Supplier hereby agrees to hold harmless, indemnify and defend the City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages,

demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by Supplier in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by Supplier in this Agreement; or (iii) any violations of law by Supplier in performing its obligations under this Agreement.

9. Insurance

Unless otherwise specified in this Agreement, the Supplier shall, at its sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- (a) *Worker's Compensation and Employers Liability Insurance.* The Supplier shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. The Supplier shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employers liability of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
- (b) *Commercial General Liability and Automobile Liability Insurance.* The Supplier shall provide and maintain the following commercial general liability and automobile liability insurance:
- (c) *Coverage.* Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
- (d) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- (e) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)
- (f) *Coverage Limits.* The Supplier shall maintain limits no less than the following:

- (i) General Liability. One million dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
- (ii) Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- (iii) Umbrella Liability. Six million dollars (\$6,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.
- (iv) *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (g) The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises occupied or used by the Supplier; and vehicles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of the City.
 - (h) For any claims related to this Agreement, the Supplier insurance shall be primary insurance as respects the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
 - (i) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - (j) The Supplier insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (k) Each insurance policy required by this Agreement shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or the Supplier, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
- (l) Such liability insurance shall indemnify the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Supplier for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- (m) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- (n) All of the insurance shall be provided on policy forms and through companies satisfactory to the City, and shall have a minimum AM Best's rating of A- VIII.
- (o) *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- (p) *Evidences of Insurance.* Prior to execution of the Agreement, the Supplier shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

10. Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this agreement.

11. Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of La Crosse Police's prior written consent.

12. Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

13. Jury Trial Waiver

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

14. Political Activities

Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

15. Public Records Law

Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

16. Inclusion of Documents, Exhibits

The Referenced RFP, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as Exhibits A through E.

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's proposal, the language in the former shall govern.

17. General Provisions.

(a) *Governing Law/Jurisdiction.* This Agreement is entered into in the State of Wisconsin and shall be construed in accordance with the laws of the State of Wisconsin, without regard to its choice of law provisions. The Parties further irrevocably consent and agree that the Circuit Court of La Crosse County, Wisconsin shall be the exclusive jurisdiction for any action or dispute arising out of this Agreement and the Parties hereby consent to venue in said court.

(b) *Severability.* If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(d) *Survival.* Except to the extent provided to the contrary in this Agreement, no termination of this Agreement shall in any way effect or impair the power, obligation, duties, rights and liabilities of the Parties relating to (i) any transaction or event occurring prior to such termination; (ii) any sale or purchase of PROPANE occurring prior to the date of termination of this Agreement; or (iii) any of the undertakings, agreements, covenants, warranties and representations of the parties with respect to (i) or (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation of this Agreement, including return of unearned cancellation obligations owed by the Parties.

(e) *Successors and Assigns.* This Agreement shall not be assigned without express written consent of the other party. This Agreement shall be binding not only

on the Parties, but also on their heirs, representatives, administrators, executors, successors and, if approved, assigns, and the parties agree for themselves, and their heirs, administrators, executors, successors and assigns, to execute any and all documents which may be necessary or proper to carry out or effectuate the purpose and intent of this Agreement.

- (f) *Independent Contractor.* Nothing herein shall be construed to create a partnership or joint venture between the Parties hereto and neither Party shall be liable in any manner for the debts, obligations or liabilities of the other Party.
- (g) *Third-Party Beneficiaries.* Except as specifically provided herein, this Agreement shall not create or be construed to create in any manner whatsoever, any rights in any person as a third party beneficiary of this Agreement or otherwise.
- (h) *Further Assurances.* Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.
- (i) *Notices.* All notices required under this Agreement shall be in writing and shall be delivered to the parties at the respective addresses set forth below. The parties agree to promptly notify each other of any changes in their business address or other contact information.

To Supplier:

Attn: Tim Zogg

Premier Cooperative

405 W Linden St.

Lancaster, WI 53813

To City:

Attn. City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Copy to:

Asst. Police Chief
La Crosse Police Dept.
400 La Crosse Street
La Crosse, WI 54601

- (j) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy, but all of which together constitute one and the same instrument.
- (k) *Rules of Construction.* All references herein to the singular shall include the plural, and vice versa, and all references herein to the neuter shall include the masculine or feminine, as the case may be, and vice versa. When general words or terms are used herein followed by the word "including" (or another form of the word "include") and words of particular and specific meaning, the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by reason of such Party having or being deemed to have drafted, structured or dictated such provisions.
- (l) *Entire Agreement.* This Agreement, together with all attachments and exhibits thereto, constitutes the entire agreement between the Parties. The Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter contained herein, and this Agreement contains the sole and entire understanding between the Parties with respect to the transaction contemplated hereby. This Agreement may not be modified or amended except by an instrument in writing signed by or on behalf of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

SUPPLIER: Premier Cooperative

CITY: _____

By: [Signature] 3/26/15
 Its: Energy Division Manager

By: _____
 Its: _____

Attest: [Signature] 3-26-15

Attest: _____

Witness [Signature] 3/26/15

EXHIBIT A – SCOPE OF WORK

Scope of Work/Specifications as laid out in Section 3.1.3 (RFP)

Premier's scope of work shall include:

Autogas Conversion Installations

- 1.) The PRINS propane conversion systems will have an EPA certification at time of installation of conversion kit. PRINS conversion systems will not be installed until CERT is issued.
- 2.) The PRINS VSI2 Plug and Play propane conversion systems have a 5 year, 100,000 mile parts and labor at no charge warranty.
- 3.) Premier agrees to provide initial operating instructions, training and training materials ("Safety Training") or Customer's personnel for the safe handling of Autogas and operation of fueling equipment. Premier will provide a "train the trainer" curriculum to provide ongoing training of Customer personnel. Customer shall ensure that all its employees abide by the Safety Training and that its employees shall safely handle Autogas and operate the fueling facility. Premier shall not be liable for any cause of action or for any injury arising from or relating to a Customer's employee's failure to follow or abide by the Safety Training or, for any cause of action or injury arising from or relating to a Customer's employee's otherwise negligent handling of Autogas or the operation of the fueling facility.
- 4.) Alliance Autogas agrees to repair current vehicles that are using the PRINS system to meet current operating standards
- 5.) Premier will provide or contract with an installation service center of the City's choice who is within a 30 mile radius of the city limits.
- 6.) Premier will provide a guaranteed fixed-rate contract for the first year of contract and a competitive pricing structure based on a fixed margin over a publicized index for two years and three and the options years four and five of the contract. Fixed-Rate option. At any point during the term of this agreement, City may lock in the rate for a minimum of twelve months after the first year.
- 7.) Premier will be willing to extend all aspects/costs of awarded contract to other City departments, for propane conversion of such departmental vehicles, if requested, and separately invoice using department for conversion kit, installation of such, and propane sales.
- 8.) Premier will be willing to negotiate the installation of additional hardware to the refueling system to fill non-vehicles propane vessels owned by other City departments and separately invoice using department.

Refueling Infrastructure

- 1.) Premier will provide refueling infrastructure at 4000 Marco Dr. Lacrosse, WI 54601. The locations will be mutually agreed upon after reviewing customer sites, routes of vehicles and range available on vehicles.
- 2.) Customer will be responsible for costs at each location associated with electrical, concrete pads (if any), and crash posts as required by federal, state and local codes.
- 3.) Premier will provide a PRINS service center within 30 miles of the City of La Crosse city limits boundary at the La Crosse Police department's discretion.
- 4.) Premier agrees to provide a metered refueling station with the future ability to add reporting software capabilities that provide vehicle mileage, user or car ID, date, time and number of gallons pumped. Equipment installation and refueling site shall meet the requirements of NFPA # 58.
- 5.) Premier will be responsible to provide 24 hour support for refueling infrastructure and on-going maintenance of infrastructure. The emergency phone number is (608)539-3211 or (608)723-4181
- 6.) Premier will be able to respond to an emergency situation within 2 hours of call.

2.) Qualification as laid out in 3.1.2 RFP

- 1.) Premier has four years of alternative fuel business and Premier's partner Alliance autogas has ten years or experience.
- 2.) Alliance Autogas converted 1200 vehicles using the PRINS System & Installed 35 Fueling sites in 12 States Also in 2009 Alliance AutoGas replied to an RFP from the Department of Energy as part of the Recovery Act Grant. Alliance AutoGas was one of 24 selected out of 350 responses for this 4 year program
- 3.) The Alliance Autogas network has hundreds of clients that vehicles currently run on propane Autogas with fleets of 20 or more.
- 4.) Premier/Alliance Autogas is an authorized PRINS distributor.
- 5.) Premier will set up a certified conversion center that will provide trained mechanics on conversion, troubleshooting, warranty and safety.
- 6.) Premier will provide a plan and timeline for installation of required on-site propane refueling equipment as outlined in the specifications.

EXHIBIT B – CONSULTANT’S PROPOSAL

EXHIBIT C – DELIVERABLES

DELIVERABLES ASSOCIATED WITH THIS CONTRACT AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO THOSE ITEMS IN EXHIBIT A AND B ABOVE

EXHIBIT D – SCHEDULE OF TIME AND PERFORMANCE OF WORK

EXHIBIT E – COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

EXHIBIT F – AGREEMENT EXCEPTIONS, DEVIATIONS AND PROPOSED CHANGES