



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/22/2013

Report Type: Consent

Title: Cooperative Purchase Agreements: Fleet Vehicles & Equipment

Report ID: 2013-00012

Location: Citywide

Recommendation: Pass a Resolution: 1) authorizing the City Manager or the City Manager's designee to: a) decrease the expenditure budget in the Department of Public Works operating budget (General Fund, Fund 1001) in the amount of \$163,158; b) increase the expenditure budget in the Department of Public Works multi-year operating project for replacement vehicles and equipment (106013150, General Fund, Fund 1001) in the amount of \$163,158; c) increase the expenditure and revenue budgets in the Department of General Services (Fleet Fund, Fund 6501) in the amount of \$163,158; and 2) resetting the City Managers administrative authority for modifications to the revenue and expenditure budgets; and Pass a Motion: 1) approving the use of the National Joint Powers Alliance (NJPA) cooperative purchase agreements with: a) Petersen Industries (Contract No. 081209-FCC) for the purchase of a replacement knuckle boom loader in an amount not to exceed \$163,158; b) National Auto Fleet Group (Contract No. 102811) for the purchase of 17 replacement pickup trucks in an amount not to exceed \$359,806; c) Case Power and Equipment (Contract No. 060311-CNH) for the purchase of one replacement track loader in an amount not to exceed \$68,643; 2) approving the use of the Houston Galveston Area Council (HGAC) cooperative purchase agreement (Contract No. HT11-12) with Rush Truck Center of Texas, L.P. for the purchase of one replacement medical supply truck in an amount not to exceed \$54,991; and 3) authorizing the City Manager or the City Manager's designee to execute the purchases.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, General Services Department

Presenter: None

Department: General Services Dept

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-NJPA Contract Petersen
- 3-NJPA Contract National
- 4-NJPA Contract Case Power
- 5-HGCA Contract Rush Truck
- 6-Resolution

City Attorney Review

Approved as to Form
Kourtney Burdick
1/11/2013 7:02:51 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
12/24/2012 6:47:30 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 1/3/2013 3:33:42 PM

Description/Analysis

Issue: The Department of General Services, Fleet Management Division, has customer requirements to purchase a variety of budgeted replacement vehicles and equipment as follows:

- One knuckle boom loader for the Department of Public Works. A knuckle boom loader is a large truck with a crane located in the truck bed that is used to load and haul large tree debris.
- Seventeen pickup trucks for the Departments of General Services (Solid Waste & Recycling Division), Parks & Recreation, Public Works, and Utilities.
- One track loader for the Department of Utilities. A track loader is a piece of utility equipment with tracks instead of wheels that has the capability of performing a variety of tasks required in drainage canal maintenance.
- One medical supply truck, used to supply City ambulances, for the Fire Department.

Policy Considerations: The recommendations in this report are in accordance with: 1) City Code Section 3.56.240, which states that the City Manager may, by cooperative purchase agreements approved by City Council, purchase supplies or nonprofessional services through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City; and 2) Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of City vehicles and equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083). The replacement vehicles and equipment to be purchased feature lower levels of emissions than the vehicles and equipment to be replaced.

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division, has customer requirements to purchase a variety of budgeted replacement vehicles and equipment. Using existing cooperative purchase agreements is advantageous to the City as the agreements meet the needs of the City's fleet specifications and will result in cost and time savings.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

The vehicles and equipment to be purchased best meet the needs of the customer departments. Fleet Management has determined that the recommended cooperative purchase agreements offer the most advantageous purchasing strategy because they offer better pricing than the dealers could offer in a new bid or the vendors are the only ones with the vehicles or equipment currently in stock and ready for sale.

Financial Considerations: The recommended purchases are all for replacement vehicles and equipment and will be made from the Department of General Services FY2012/13 operating budget (Fleet Fund, Fund 6501) and charged to the customer departments' FY2012/13 multi-year operating projects (MYOP) for replacement vehicles and equipment.

Purchasing the knuckle boom loader for the Department of Public Works will require a transfer of \$163,158 in expenditure budget from the Department of Public Works' operating budget (General Fund, Fund 1001) to its MYOP (I06013150, General Fund, Fund 1001), and an equivalent increase in the Department of General Services expenditure and revenue budgets (Fleet Fund, Fund 6501). This budget transfer is required because the knuckle boom loader was a vehicle that was taken out of service several years ago because the cost to equip the vehicle with a particulate trap was more than the vehicle was worth at the time. The department has an operational need for this type of vehicle again. Sufficient funds are available to support this transfer. Once this transfer is complete sufficient funding will be available in all budgets noted above to make the recommended purchases.

The following tables provide the detailed information for the recommended purchases:

Purchases by Item and Department						
Item	Customer	Quantity	Amount	Fund Name	Fund No.	Project
Pickup trucks	General Services	4	\$83,172	Solid Waste Fund	6007	I06013142
	Parks & Recreation	1	\$20,793	General Fund	1001	I06013190
	Public Works	7	\$148,140	General Fund	1001	I06013150
	Utilities	1	\$24,529	Storm Drainage Fund	6011	I06013143
	Utilities	4	\$83,172	Water Fund	6005	I06013140
Subtotal		17	\$359,806			
Track loader	Utilities	1	\$68,643	Storm Drainage Fund	6011	I06013143
Med. supply truck	Fire	1	\$54,991	General Fund	1001	I06013120
Knuckle boom	Transportation	1	\$163,158	General Fund	1001	I06013150
Total		20	\$646,598			
Purchases by Cooperative Agreement Agency						
Coop Agency/Vendor		Contract No.	Item	Quantity	Amount	
NJPA/Petersen		081209 FCC	Knuckle Boom	1	\$163,158	
NJPA/National Auto Fleet		102811	Pickup trucks	17	\$359,806	
NJPA/Case Power & Equip		060311-CNH	Track loader	1	\$68,643	
HGAC/ Rush Truck Center		HT11-12	Med. supply truck	1	\$54,991	
				Total	20	\$646,598

Emerging Small Business Development (ESBD): Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses. National Auto Fleet Group, Case Power & Equipment, Rush Truck Center of Texas, L.P., and Petersen Industries are not certified with the City as emerging/small businesses.



NJPA VENDOR CONTRACT SUMMARY – PETERSEN INDUSTRIES, INC.

DATE September 10, 2011	IFB # 081209
AWARDED CONTRACT NUMBER 081209-FCC	NJPA RFP TITLE & CATEGORY Landscaping And Grounds Related Equipment, Accessories, And Supplies Roadside Telescoping Bodies
CONTRACT PERIOD September 10, 2009 through September 9, 2013	PRICING MODEL Discount from Catalog/List
DESCRIPTION Knuckle Boom Loaders, Grapple Trucks	
VENDOR NAME AND ADDRESS Petersen Industries, Inc. 4000 SR 60 W Lake Wales, FL 33859	VENDOR CONTACT Sam Petersen 863-287-1673 spetersen@petersenind.com Clark Ricke 813-299-2253 clark@federalcontractcorp.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.5 “Contract” as used herein shall mean cumulative documentation consisting of the IFB, and entire Bidder’s Response, and fully executed “Acceptance and Award”. <ul style="list-style-type: none">• Invitation for Bid (IFB)• Addendum to IFB 1• Addendum to IFB 2• Bid Acceptance & Award• Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION <ul style="list-style-type: none">• Affidavit of Advertisement• Bid Opening Witness Page• Bid Evaluation• Bid Comment & Review• Board Minutes 9/22/09
DOCUMENTATION OF CONTRACT MAINTENANCE <ul style="list-style-type: none">• Renewal Extension	ADDITIONAL INFORMATION: <ul style="list-style-type: none">• Petersen Industries, Inc. Contract Award Announcement

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	TITLE NJPA Contract Manager
PHONE 218-894-5488	EMAIL jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department



MANUFACTURERS OF

Lightning Loader

Ernesto Martinez
Department of General Services
City of Sacramento
5730 24th St. Bldg #1
Sacramento, CA 95822

Dear Mr. Martinez:

This letter is to inform you that Federal Contracts Corp is the representative for Petersen Industries Inc. for the NJPA Contract #081209. All terms and conditions do apply and are represented by Federal Contracts Corp. They have been extremely helpful in the time that we have been associated and will be a great help to you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Petersen", with a long horizontal flourish extending to the right.

Samuel S. Petersen
Vice President Sales & Marketing
Petersen Industries Inc.

4000 SR 60 WEST
LAKE WALES, FL 33859-8234
TELEPHONE: 863/676-1493 • FAX: 863/676-6844
www.petersenind.com

QUOTATION



Petersen Industries, Inc.
 4000 State Road 60 W
 Lake Wales, FL 33859-8201

PAGE NO
 1
 QUOTE NO
 20120219

NJPA: Contract # 081209-FCC

BILL TO: SACRAMENTO, CITY OF

SHIP TO: SACRAMENTO, CITY OF
 5730 24TH STREET BLDG #1
 SACRAMENTO, CA 95822

End user is SACRAMENTO, CITY OF (CA)

DATE	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DATE	SHIP VIA
11/8/2012	000000000168	SSP	C.O.D.	02		A.S.A.P.	DRIVE AWAY

Unit completion date: 60 days after actual chassis arrival or quoted arrival, whichever is later.

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
	0.TL3	MODEL TL3 BASE LOADER	1.00 EA	35,332.00		
	03.11SAI	HEAVY DUTY SWING MOTOR SAI	1.00 EA	1,857.00		
	02.41RT	REFLECTIVE TAPE OUTRIGGERS	1.00 EA	108.00		
	07.10SB60	STANDARD BUCKET 60"	1.00 EA	INCL		
	10.04 BUWL	BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00 EA	INCL		
	10.02INTERLOCK	OUTRIGGER INTERLOCK	1.00 EA	1,093.00		
	12.06 5LB	FIRE EXTINGUISHER 5LB	1.00 EA	140.00		
	11.02	LOADER SINGLE COLOR (ENAMEL) AS DEFINED BELOW	1.00 EA	INCL		
	* PAINT LOADER: PI WHITE					
1.00	LOADER	AS CONFIGURED ABOVE	EA	\$38,530.00	2.00	\$37,759.40
	8.19 2030-TBH	MODEL TB-2030 TRASH BODY HEAVY DUTY 20FT X 30 CU. YD.	1.00 EA	19,520.00		
	8.32 CW	CONTINUOUS WELDS - SIDE STAKES UPGRADE	1.00 EA	811.00		
	8.36 PISWLCD	PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00 EA	697.00		
	8.40 S-BD	STANDARD BARN DOORS FOR BODY	1.00 EA	INCL		
	10.10 LED FLASH	AMBER LED FLASHERS IN REAR CORNER POST	1.00 EA	306.00		
	8.77ANSI	ANSI Z245 PACKAGE	1.00 EA	INCL		
	8.43 BDA	ALARM, BODY DUMP (ADD-ON)	1.00 EA	430.00		
	11.03	BODY/LOADER SAME COLOR AS DEFINED BELOW	1.00 EA	254.00		
	* PAINT BODY: PI STANDARD COLOR SEE ABOVE					
1.00	8.0 DUMP BODY	AS CONFIGURED ABOVE	EA	\$22,018.00	2.00	\$21,577.64
	* 2014 FREIGHTLINER M2 106					
1.00	CHASSIS-OTHER	CHASSIS, FOR NEW LOADER	EA	\$72,198.00	2.00	\$70,754.04

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QUOTATION



Petersen Industries, Inc.
 4000 State Road 60 W
 Lake Wales, FL 33859-8201

PAGE NO
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 QUOTE NO
 20120219

NJPA: Contract # 081209-FCC

BILL TO: SACRAMENTO, CITY OF

SHIP TO: SACRAMENTO, CITY OF
 5730 24TH STREET BLDG #1
 SACRAMENTO, CA 95822

End user is SACRAMENTO, CITY OF (CA)

DATE	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DATE	SHIP VIA
11/8/2012	00000000168	SSP	C.O.D.	02		A.S.A.P.	DRIVE AWAY

Unit completion date: 60 days after actual chassis arrival or quoted arrival, whichever is later.

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
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- * UPGRADE BASE CHASSIS:
- * FROM 33K GVW TO 54K GVW
- * FROM ALLISON 3000 RDS TO 3500 RDS
- * FROM CUMMINS ISB ENGINE TO ISL
- * FROM SINGLE REAR DRIVE/SUSP TO TANDEM
- * TOTAL CHASSIS = \$88,388.62

1.00	NI-PARTS	NON-CONTRACT ITEM CHASSIS UPGRADE	EA	\$16,190.62	2.00	\$15,866.81
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ERNESTO MARTINEZ/916-808-8465

 SIGNATURE

 DATE

SUBTOTAL \$145,957.89
 DELIVERY 5,888.00
 TAX 0.00
 TOTAL QUOTE **\$151,845.89**

\$163,158
 w/TAX & Delivery
 of 233

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES

RFP Opening

March 17 , 2010

2:00 p.m. CST

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

RFP #031710

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, to NJPA, and current and potential NJPA Members from government, education to include Colleges and Universities, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this RFP are available beginning FEBRUARY 15, 2010 and continuing until March 8, 2010. Details and Specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or registering and requesting RFP documents at www.noticetoproposedders.com, or e-mail at RFP@njpacoop.org. Sealed Proposals will be received until March 17, 2010 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all Proposals.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

*FEBRUARY 15, 2010 and
February 22, 2010
March 8, 2010
March 10, 2010 10:00AM CST
March 17 , 2010 2:00 p. m. CST*

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of Proposednoticetoproposedders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals, and Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY PROPOSE A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11A response to this RFP can be in the form of a Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a mass distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's Interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Solutions Based Invitation:

1.20.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.20.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.20.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.20.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.20.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately

identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.21 Geographic Area to be Proposed: This RFP invites proposals to provide **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.22 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.23 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.24 Contract Term: A contract resulting from this RFP will become effective the date of execution by NJPA of the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.25 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.26 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.27 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.32 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.33 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.34 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.35 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in your proposal response.

1.36 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 9, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.37 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.38 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any

- economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.39 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.40 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award.”

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All proposals must be submitted in both hard copy and electronic formats (on a compact disc (CD)). Both hard copy and electronic proposals must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic proposal submissions should be submitted in a nested file structure where the root file is entitled "Proposal Response". Files contained in the root file should be entitled "Tab 1, Tab 2," Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each proposal must be submitted with the exception of a single original bid security submitted in one response copy with a copy of the bid security in the second response copy. All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Electronic proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic format only in an

effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

3.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals. Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.13 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.14.1 Proposer’s are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. CONTENTS AND TABBING OF PROPOSAL SUBMISSION

3.15 In order to insure every proposal receives a fair evaluation and comparison, it is required each Proposer tab and label their proposal as indicated on Form A “Proposer Questionnaire.”

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.16 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.17 Submit all questions about this RFP, in writing, referencing “**PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.18 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.19 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.20 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.21 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers

using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current Proposals” and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.22 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.23 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.24 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal and must be tabbed under Tab 9.

3.26 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.28 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify

any “Green” characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.29 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.30 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. BID SECURITY

3.31 A bid security in the amount of \$10,000, in the form of a bid security or a cashier’s check payable to NJPA, will be required of all Proposers to insure the Proposer’s performance in completing the “Contract” contemplated herein. The bid security (or cashier’s check) will be released to the Proposer following the execution of all documents required to complete the proposed “Contract” or the end of the required 90 day commitment period, whichever comes first. Bid securities must be issued by an Admitted Surety rated A or better (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID SECURITY MUST BE PROVIDED WITH THE PROPOSAL SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.
- THE BID SECURITY SHALL IDENTIFY NJPA AS THE OBLIGEE/PAYEE.
- THE BID SECURITY SHALL HAVE THE PROPOSER IDENTIFIED AS THE OBLIGOR/PAYOR.

3.32 THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO ENSURE THAT THE AWARDED PROPOSER FOLLOWS THROUGH IN THE DEVELOPMENT AND EXECUTION OF THEIR MARKETING PLAN. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID SECURITY OR CASHIERS CHECK IN THE EVENT THE AWARDED PROPOSER FAILS TO INITIATE AND EMBRACE SAID MARKETING PLAN TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.33 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance policies described below at the Proposer’s own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.34 Proposer is required to maintain the following insurance coverage’s during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage’s: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy

limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.35 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.36 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 031710 by number.

K. ORDER PROCESS AND/OR FUNDS FLOW

3.37 Please propose an order process and funds flow in Tab 9 for your proposal. Please choose from one of the following:

3.37.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.37.3 Other: Please fully identify.

I. ADMINISTRATIVE FEES

3.38 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.38.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.38.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.38.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.38.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.39 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales

distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," "Percentage Discount from Catalog Pricing," or a combination of these two pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those services on a unitized basis. The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped, is a logical combination of product and service and could be priced per square foot. Whether pricing services, or logical combinations of products and services, pricing per unit of product and services must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.11 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.12 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a “Base or List Price” defined as a published manufacturers list, or catalog price for the products or services being proposed. The “Base or List Price” is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Proposer sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Proposer is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a “Base Price” for products from one or more published catalogs. The “Base Price” will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Proposer or by the Proposer’s supplier. “Published” means generally available to a dealer network distributing those products and services being proposed in either print or electronic formats where an “Auditor” may verify the “Base Price” of a product proposed during the term of a Contract.

4.16 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current “Base or List Pricing” with NJPA both in their proposal and throughout the term of any Contract resulting from this RFP.

4.17 New “Base or List Price” Catalogs may be submitted for review throughout the term of the Contract. NJPA reserves the right to review subsequent catalogs submitted to determine if the represented products reflect the contracted products and equipment. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs will result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract would be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. CORE LIST PRICING

4.18 Based on NJPA Members needs, a “CORE LIST” which contains a selection of most commonly used products/services is requested. Proposer must submit their anticipated “CORE LIST”, including SKU’s and pricing in a Line-Item format, in a separate spreadsheet labeled as “Core List.” Consideration and valuation points will be given to the most advanced selection of commonly purchased Core list products/services.

D. HOT LIST PRICING

4.19 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a “Hot List” of products/services is optional. Products/services may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at all times.

4.20 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as

such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.21 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

E. CEILING PRICE

4.22 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.23 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.24 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.25 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.26 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.27 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.28 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.28.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.28.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. TOTAL COST OF ACQUISITION

4.29 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

- products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.30 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.31 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.32 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.37 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.41.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
 - i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."
 - ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.41.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

- a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and with each request for product addition, deletion, and pricing change; all

products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers must submit an example of the lease agreement to be used. Proposers must identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.58 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.61 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for products/services delivered during normal business hours. Normal Business

hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be

proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of proposals at **2:00 p.m. on March 17, 2010**. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning February 15, 2010 and continuing until 4:00 p.m. on March 8, 2010**. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly specify "**PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 **The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.**

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified.
3. The proposal response contains the required proposed security.
4. The proposal response contains original signatures on all documents requiring such.
5. Certificate of Insurance as required herein.
6. Response's conformance to terms and conditions as described in the solicitation, including documentation.
7. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
8. Information from references and past performance information including past member approval.
9. Demonstrates that they offer the most current industry standard products/services and/or services.
10. Demonstrates financial stability and a favorable banking line of credit.
11. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
12. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
13. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
14. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
15. Has provided all of the required and applicable documentation required i.e. proposed security, insurance certificates, licenses, and/or registration certificates required to do business nationally.
16. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
17. Core List selection of products/services in Line-Item Pricing format
18. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
19. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or Percentage Discount from published gov/ed price list or Catalog.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.

15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required bid security, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services shall be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and

employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary “Paper Trail” connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.8 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.9 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.10 It is agreed the completion of a Member Sign-up form expressing the Qualifying Member’s decision to participate under a Contract resulting from this RFP, signifies the NJPA Member’s acceptance of a Contract resulting from this RFP, and all its specifications, terms and conditions therein.

C. REPORTING OF SALE ACTIVITY

8.11 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.12 During the Term, Vendor will, upon not less than fourteen (14) business days’ prior written request, make available to NJPA no more than once per calendar year, at Vendor’s corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor’s fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA

may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.13 Hub Partner: When Applicable, NJPA Members may, from time to time, request a Vendor resulting from this RFP to serve them through a “Hub Partner” for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this RFP may reject such a request provided they provide written notice of that rejection.

8.14 Hub Partner Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

8.14.1 The NJPA Member be notified by the Vendor that additional charges may apply; and

8.14.2 The Vendor document the transaction to be “Executed for the Benefit of [NJPA Member Name]” on the face of all transactional and warranty documentation.

F. TRADE-INS

8.15 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.16 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.17 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;

- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.18 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.19 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.20 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.21 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.22 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.23 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.24 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service

by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the NJPA website and "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a

manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the proposal form of relief sought.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of proposal (CD).**
- **Bid Security (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 5) How long has your company has been in the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES**, industry?
- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 7) For public companies, provide your most recent annual report to shareholders.
- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

Tab 2: Industry-Marketplace Successes

- 9) List and document recent industry awards and recognition.
- 10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Tab 3: Proposer’s ability to sell and service nationwide.

- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 16) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 17) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Tab 4: Marketing Plan

- 18) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 19) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 21) Describe your use of technology and the internet to provide marketing and product awareness.
- 22) Describe your perception of NJPA’s role in marketing the partnership and your products/services.
- 23) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Tab 5: Value Added Attributes

- 24) Describe any training programs available as options for members.
- 25) Describe technological advances your proposal products/services offer.
- 26) Describe your “Green” program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 27) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 28) Identify any other unique or custom value added attributes.
- 29) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 30) Identify your ability and willingness to service Canada specifically and internationally in general.
- 31) Describe any unique distribution method employed in your proposal.

Tab 6: Payment Terms and Financing Options

- 32) Identify your payment terms. (Net 30, etc.)
- 33) Identify any applicable leasing or other financing options as defined herein.
- 34) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member’s final Contract phase process).

Tab 7: Warranty

- 35) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 36) Do all warranties cover all material and labor?
- 37) Do warranties impose usage limit restrictions?
- 38) Do warranties cover the technicians travel time to perform warranty repairs?
- 39) Please list any other limitations or circumstances that would not be covered under your warranty.
- 40) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Tab 8: Other Cooperative Procurement Contracts Held

- 41) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.
- 42) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 43) Identify any GSA Contracts held or utilized by the Proposer.
- 44) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Tab 9: Products/Services and Pricing

- 45) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 46) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
- 47) Propose a strategy, process, and specific method of facilitating “Sourced Goods” solution as defined herein.
- 48) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 49) Provide a “CORE LIST” of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 50) Provide, if any, your volume rebate programs
- 51) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 52) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 53) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 54) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 55) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll Free Number: _____ E-mail: _____
Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Form G.

OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	50	
Pricing	400	
Industry and Marketplace Successes	25	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Overall Evaluation Points	1050	0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

**Proposal Offering
And Acceptance and Award
RFP #011510**

FORM D

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____

(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Gary L. Nytes _____

(Name printed or typed)

Title: _____ Executive Director NJPA _____

Awarded this _____ day of _____

Contract Number # 031710

NJPA Authorized signature: _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____

Contract Number # 031710

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

12. Proposer certifies they have disclosed all rebates, re-imbursements, cost reductions and any other sources of revenue to the Proposer, or organization known to Proposer, relating to the goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031710.
13. Proposer certifies they will continue to disclose new sources of rebates, re-imbursements, marketing fees, cost reductions, and any other source of revenue to the Proposer, or organization known to Proposer, relating to goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031710 during the term of any contract awarded pursuant to this RFP.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Proposal Award Recommendation(s) for NJPA Membership Approval

The following are the recommendations of the Proposal Review Committee regarding RFP #031710 for the procurement
of

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES

The Proposal Review Committee for this RFP consists of:

Chairman:

Member:

Member:

Member:

The findings of the Committee are as follows:

A. Proposals rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Proposals recommended for approval with reasons for recommendation:

It is therefore recommended by the Proposal Review Committee that a Contract be approved for the above Proposer(s).

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

**Addendum #030510
To that certain
RFP #031710
Issued by
The National Joint Powers Alliance ®
For the procurement of
PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS,
EQUIPMENT AND/OR ACCESSORIES**

Please be advised the timeline for this RFP has been changed as follows:

*FEBRUARY 15, 2010 and
February 22, 2010*

*April 6, 2010
April 8, 2010 10:00AM CST*

April 15, 2010 2:00 p. m. CST

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of Proposednoticetoproposedders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals, and Public Opening of Proposals*

Please read all timelines and dates throughout the RFP to reflect the above changes.

The National Joint Powers Alliance®

By  _____

its Executive Director



Dated March 3, 2010

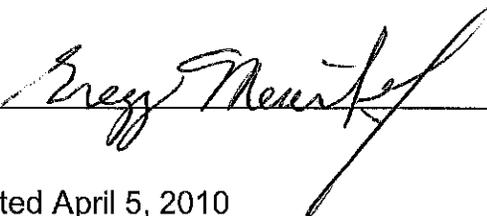
**Addendum #040510
To that certain
RFP #031710
Issued by
The National Joint Powers Alliance ®
For the procurement of
PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS,
EQUIPMENT AND/OR ACCESSORIES**

Please be advised as follows:

NJPA has had recent contact with certain cab-and-chassis manufacturers relating to a solicitation issued by NJPA for "Mass Transit Vehicles" and particularly cutaway busses.

All Potential Bidders are encouraged to contact the Cab-And-Chassis Manufacturers regarding potential special pricing for sales through an NJPA contract. Please contact your local dealers or, with regard to GM, please contact the GM Bid Center.

The National Joint Powers Alliance®

By  its Manager of Bids and Contracts

Dated April 5, 2010



GSA CONTRACT #: GS-30F-00085
NJPA CONTRACT #: 100907
DUNS: 094261935 CAGE: 3VCK4
FEIN: 42-1613127

13797 N NEBRASKA AVE
TAMPA, FL 33613-3302
P: 813.631.0000 F: 813.631.0008
E: SALES@FEDERALCONTRACTS.COM

November 19, 2010

National Joint Powers Alliance
Attn: Gregg Meierhofer
200 First Street Northeast
Staples, MN 56479

RE: PETERSEN INDUSTRIES AMENDMENT TO CONTRACT #081209

Mr. Meierhofer,

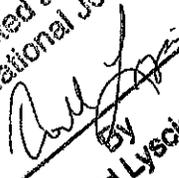
Federal Contracts Corp would like to request an Amendment to our Contract # 081209 Landscape Contract per the Terms & Conditions of or previous Award. The proposed Amendment would be adding additional products of Petersen Industries, Inc, a premium manufacturer of roadside telescoping bodies and the largest manufacturer in this industry. You will find the pricing, warranty, product line-up and quality to be a great asset to the NJPA Members. There will be attachments covering pricing, descriptions and warranty included in this email.

The enclosed information stays within the scope of Solicitation #081209.

Please review information for possible addition to our existing contract. We appreciate your considerations. Thank You

Much Success,

Clark Ricke
President

Accepted and acknowledged by the
National Joint Powers Alliance
By  Dated 1/25/11
Todd Lyscio - Executive Director



GSA CONTRACT #: GS-30F-0008S
NJPA CONTRACT #: 100907
DUNS: 094261935 CAGE:
3VCK4
FEIN: 42-1613127

13797 N NEBRASKA AVE
TAMPA, FL 33613-3302
P: 813.631.0000
F: 813.631.0008
E: SALES@FEDERALCONTRACTSCORP.COM

August 15, 2009

National Joint Powers Alliance
Attn: Gregg Meierhofer
200 First Street Northeast
Staples, MN 56479

RE: Confidential Information

Dear Mr. Meierhofer:

We would like to address the confidential information supplied in our bid response for IFB #081209. Section 9.13 of the IFB permits our request for confidentiality. The manufacturers we represent would suffer monetarily if the pricing given for the NJPA IFB got viewed by their private customer base. The impact of governmental pricing versus private pricing would cause strained relationships with their long standing customer base.

We therefore request that our submittal be kept from Public Information, not permitting the general public access to the confidential pricing. Thank you.

Respectfully,

Clark Ricke
President



GSA CONTRACT #: GS-30F-0008S
NJPA CONTRACT #: 100907
DUNS: 094261935 CAGE:
3VCK4
FEIN: 42-1613127

13797 N NEBRASKA AVE
TAMPA, FL 33613-3302
P: 813.631.0000
F: 813.631.0008
E: SALES@FEDERALCONTRACTSCORP.COM

August 19, 2009

Mr Gregg Meierhofer
National Joint Powers Alliance
200 First Street Northeast
Staples, MN

RE: IFB #081209-Bid Bond

Dear Mr Meierhofer:

Federal Contracts Corp has previously sent a cashier's check in the amount of \$10,000 in response to an NJPA contract solicitation. Thank you for agreeing to use that check as the bid bond for this IFB response.

We look forward to working with you to supply quality equipment to the NJPA membership.

Much Success,

Clark Ricke
President

Form A

National Joint Powers Alliance (NJPA) IFB #081209
Federal Contracts Corp
Table of Contents

Confidentiality Request	Enclosed
Form A - Questionnaire	Enclosed
Tab1: Company Information	Questions #1-8
Bidder Information – Form B	Attachment 1.1
Business License	Attachment 1.3
Certificate of Insurance	Attachment 1.3.1
Manufacturers Authorization	Attachment 1.6
Bank Credit Reference Letter	Attachment 1.8
Tab 2: Industry Marketplace Successes	Questions #9-12
Tab 3: National Sales and Service	Questions #13-17
Dealer Listing	Attachment 3.14
Tab 4: Marketing Plan	Questions #18-22
Tab 5: Value Added Attributes	Questions #23-28
Tab 6: Payment Terms	Questions #29-31
Tab 7: Warranty	Questions #32-37
Warranty Documents	Attachment 7.32
Tab 8: Other Co-op Contracts	Questions #38-40
Tab 9: Pricing	Questions #41-48
Product Price List	Attachment 9.43
Freight Matrix – 11 Zones	Attachment 9.43.1
Tab 10: Attachments	
Inside Front Cover	
Exception to Bid Terms, Conditions	Form C
Bid Offering and Acceptance and Award	Form D
Bid Affidavit Signature Page	Form E
MN - Affirmative Action Certification	Form H
MN - Immigration Status Certification	Form I
Electronic Submission	CD
Bid Bond	Cashier's Check
Certificate of Insurance	Accord Form
Inside Back Cover	
IFB 081209 and Addendum:Extension of Bid Opening	IFB Document

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Bidder Name: _____ Federal Contracts Corp _____

Questionnaire completed by: _____ Clark Ricke _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your bid response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of bid (CD).**
- **Bid Bond (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

Form A

National Joint Powers Alliance (NJPA) IFB #081209
Federal Contracts Corp

Table of Contents

Tab1: Company Information

Attachments

Bidder Information – Form B
Business License
Certificate of Insurance
Manufacturers Authorization
Bank Credit Reference Letter

Questions #1-8

Section 10

Attachment 1.1
Attachment 1.3
Attachment 1.3.1
Attachment 1.6
Attachment 1.8

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.
Federal Contracts Corp 13797 N Nebraska Ave Tampa, Fl 33613 – 3302.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
Clark Ricke, President Federal Contracts Corp (FCC) 813-631-0000 Cell 813-299-2253
- 3) Provide a brief history of your company that includes its goals and philosophy.
Federal Contracts Corp was created as a corporation in December, 2003, based in Tampa, Florida, owned by its principal operators. The founders of Federal Contracts Corp have extensive backgrounds in sales, marketing and the financial services industry. The principal owners qualify for small business and service disabled veteran owned small business status with the federal government. We are licensed in Hillsborough County, Florida and carry full liability insurance up to \$2,000,000. All represented manufacturers have liability certificates meeting specifications. See Attachment 1.3 & 1.31.
Our company has established agreements with some of the most respected brands in the landscape equipment industry to represent their lines to the federal, state and local government. We have determined these companies to be builders of quality machines, which respond with prompt service and technical support, have ample spare-parts inventories, and offer the “best value” machinery that our customers demand. We also offer product from a wide range of manufacturers to meet the needs of any sales request. These working agreements help companies identify and target direct and indirect sales channels, register for bid notifications, develop sales proposals, and build relationships with teaming partner. FCC is an Agent Company for Caterpillar;, helping create contracts, recognized as their Small Business Bidding Partner nationwide, assists in training of Caterpillar Sales Staff and assists Caterpillar Dealers in proper contract implementation. FCC is a Dealer or Special Governmental Dealer for the following manufacturers; Challenger, Manitowoc (Grove & National Boom Truck), AmeriPump, MahindraUSA, Felling Trailers, Globe Trailers, LeeBoy and Vermeer.
- 4) Provide profiles and an organizational chart for key executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
The primary principles of the company are:
Clark Ricke, President
Mr. Ricke has more than 30 years of management and sales experience representing some of the largest manufacturers in the heavy equipment industry. Mr. Ricke has received national recognition and awards for his innovative sales approaches, professionalism, and knowledge of government marketing. His articles regarding sales have been published in numerous regional and national magazines Mr. Ricke was instrumental in creating the Governmental Division at Caterpillar. Mr. Ricke has been instrumental in introducing manufacturers to the NJPA Co-Operative.
Tricia Ricke, Vice President
Ms. Ricke has more than 20 years of sales, marketing, financial, and general management experience in the banking industry before forming Federal Contracts Corp. Ms Ricke served in senior sales and marketing management positions at Bank of America and Harland.



BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

- 5) How long has your company has been in the **LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**, industry?
Federal Contracts Corp has been in the Landscaping and Grounds related equipment, accessories and supplies field for 6 years, since the company's inception.
- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being bid?
Federal Contracts represents our manufacturers in a dealer/re-seller capacity (Factory Representation, as certain manufacturers do not want to be contract holders, only represented).
- a) If the Bidder is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are bidding. *Federal Contracts Corp has authorization letters from manufacturers to represent them as indicated in the letters of authorization. All relationships are within the Manufacturer Dealer Guidelines. See Attachment 1.6*
- b) If the Bidder is best described as a manufacturer, please describe your relationship with your sales/service force in delivering the products and services proposed. Are these people your employees, or the employees of a third party? *N/A*
- 7) For public companies, provide your most recent annual report to shareholders.
Federal Contracts Corp is a privately held company.
- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
See Attachment – 1.8 for Year-end Statements and 1.8.1 for Bank Credit Reference

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Form B

BIDDER INFORMATION

Company Name: Federal Contracts Corp
Address: 13797 N Nebraska Ave
City/State/Zip: Tampa, FL 33613
Phone: 813-631-0000 Fax: 813-631-0008
Toll Free Number: _____ E-mail: clark@federalcontractscorp.com
Web site: www.federalcontractscorp.com

Voids sometimes exist between management (those who respond to IFBs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:
Name: Clark Ricke Title: President, National Sales Manager
Email: clark@federalcontractscorp.com Phone: 813-631-0000

Name: Tricia Ricke Title: Vice President
Email: tricia@federalcontractscorp.com Phone: 813-631-0000

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Clark Ricke 08-18-09

Signature

Form A

**National Joint Powers Alliance (NJPA) IFB #081209
Federal Contracts Corp**

Table of Contents

Tab 2: Industry Marketplace Successes

Questions #9-12

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

TAB 2 Industry-Marketplace Successes

9) List and document recent industry awards and recognition.

Clark Ricke has been certified by the Solid Waste Association as a Certified Landfill Consultant, has taken APWA's Fleet Manager training, APWA's Member of the Year 2006, recognized nationally for developing the first Governmental Division within the Caterpillar Dealer Network in 2006, Underground Utilities Contractor's Association Extinguished Member for 1996, Florida's Chapter of APWA State Board Member 1999 thru 2005, past Chairman of Caterpillar Dealer's GIDEX (3 years), 2006 Champion of the Year for Tom Hopkin's Sales Boot Camp and member of Disabled Viet Nam Veterans of America. Mr. Ricke was recently Certified by the United States Veteran's Administration as owning a Service Disabled Veteran Owned Small Business.(SDVOB) C FCC is recognized nationally by the following manufacturers as their Small Business Bidding Representative; Caterpillar, Manitowoc, Vermeer, LeeBoy, Challenger, Terex Utility, GLOBE, Felling, AmeriPump and MahindraUSA.

10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.

- i) Anniston Army Depot, Tracey Wilder, Contract Specialist 270-798-6901*
- ii) City of Tampa, Florida, Dan Young, Specifications 813-274-8883*
- iii) U.S. Fish & Wildlife, Steve Flanders, National Heavy Equipment Coordinator 703-358-2159*

11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.

*Wolf Creek Power Plant Contract: GS-30F-0008S
Award Date: 06/12/09 Completion Date: 06/23/09
Contract Value: \$ 564,529.00 Item Provided: Crane, 60 Ton Hydraulic Truck Crane
References: James E. Choate, Contracting Officer 615-736-7946*

*Kirtland AFB, NM Contract: GS-30F-0008S
Award Date: 04/30/09 Completion Date: 05/26/09
Contract Value: \$375,578.00 Item Provided: Crane, Grove TM500E-2
References: Figen Long, POC 505-583-2931; Donald Riley, Contract Officer 505-846-6283*

*Dugway Proving Ground Contract # W911S6-08-P-0337
Award Date: 08/21/2008 Completion Date: 11/06/08
Contract Value: \$399,500.00 Item Provided: 45 Ton Truck Mounted Crane
References: Paul Frailey, Contract Specialist, 435-831-2587 ; Eric S. Vort, Contract Officer, 435-831-2107*

*Fort Campbell Contract # W91248-08-F-5072
Award Date: 05/15/2008 Completion Date: 09/10/08
Contract Value: \$357,254.00 Item Provided: Grader, Caterpillar, 140H (2)
References: Linda Earhart, Supply Officer, 270-798-4574; Angela Jacobs, Contract Ordering Officer, 270-798-0694*

*Fort Drum, NY Contract: W16XU772252706
Award Date: 09/17/07 Completion Date: 03/12/08
Contract Value: \$ 419,999.98 Item Provided: Motor Grader, Caterpillar 120M (2) ea.
References: John Honey, Contracting Officer 315-772-5441*

*Anniston Army Depot Contract# NAFFK1-07-R-0237
Award Date: 07/22/07 Completion Date: 09/28/07
Contract Value: \$347,371.00 Item Provided: Track Loader, Caterpillar 973C
References: Tracey Wilder, Contract Specialist 270-798-6901*

12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Governmental Sales Volume – 2006 – 2008: \$10 Million+

Form A

**National Joint Powers Alliance (NJPA) IFB #081209
Federal Contracts Corp**

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Tab 3: National Sales and Service

Attachments

Dealer Listings

Questions #13-17

Section 10

Attachment 3.14

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Tab 3 Bidder's ability to sell and service nationwide.

- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?

Federal Contracts Corp is a strategic dealer with our manufacturers: providing contract management, governmental contract training and membership development. Our sales and marketing teams work with the sales force within the manufacturer's network, providing them with information, marketing materials and sales assistance. Clark, Tricia and Allan have been working within this type of structure for many years and have been successful at helping NJPA members acquire products using other NJPA Contracts. We have recently expanded our team with the addition of Justin, who is working primarily within the state and local markets to identify sales opportunities. We are also utilizing Justin's computer graphics degree to develop and create marketing materials for ourselves and our partners. These marketing pieces are focused on reaching the government buyers and educating them on the benefits of contract purchasing.

The sales force of the manufacturers we represent have a national presence, thereby bringing the NJPA buying solution to an extensive market. Although these sales representatives are not our direct employees, we are working closely with them to simplify their governmental sales opportunities. This has been received with enthusiasm and we are building dynamic relationships with not just the regional and national sales managers, but the front line sales personnel as well. Progress in a previous contract #100907 has been slower than anticipated but progress is being reported each month. FCC has seen this educational period in other contracts and wholly expects the NJPA Contract to become one of the county's best contracts to use for governmental agencies.

*The manufacturers represented in FCC's submittal have national sales, distribution and service capabilities, including Canada. **These manufacturers represent over 2,000 additional sales personnel that will be trained and promoting the NJPA Contract.***

- 14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?

The service distribution network of the manufacturers represented is national in scope. All parts and service are provided through the manufacturers dealer network within the continental United States, Canada and worldwide.

See Attachment 3.14 –Dealer Listing.

- 15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.

Landscape and heavy equipment require a commitment from the manufacturer for parts, service and warranty. All manufacturers in FCC's proposal have capabilities of same day parts or service support nationwide. The average service call would require contact from the equipment end user. At that time the servicing dealer would dispatch a service truck to the downed equipment or have the operator bring the machine to the closest repair facility, dependence on what type of service required. If a service truck is not required but only parts, the part will be identified, checked for local inventory or have the part brought in the next day if required. If the equipment cannot be repaired in a timely manner, a rental machine or loaner machine will be provided. These agreements are worked out at point of sale as loaner machines are not standard policy.

- 16) Identify any geographic areas of the United States you will **NOT** be serving.

All FCC represented manufacturers will serve the entire US, Canada, Hawaii and Alaska. Locations outside the continental US will have specific freight terms with each sale or service commitment, negotiated by the governmental agency, manufacturer or Federal Contracts Corp.

- 17) Identify any of NJPA Member segments you will not be serving? (Government, Education, Non-profit)

We will serve every segment of the NJPA membership.

Form A

**National Joint Powers Alliance (NJPA) IFB #081209
Federal Contracts Corp**

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Tab 4: Marketing Plan

Questions #18-22

Form A

Tab 4 Marketing Plan

- 18) Describe your general marketing program strategy to promote the proposed Contract nationally.
*FCC will promote the contract opportunity through attendance at related trade shows, development of training materials to be used at the dealer, installer and manufacturer levels through production of flyers and handouts. FCC will put very strong emphasis and insist that manufacturer's sales attend NJPA Web Based Sales Training. We have found this to be an excellent tool in creating Business to Government opportunities.(i.e.; Vermeer) **FCC has worked very hard and diligently for the past two years "breaking new ice" promoting the NJPA Co-Operative. We feel we are the best in the country and educating and creating new member services for the Co-Operative. This approach will continue and get better!***
- 19) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send marketing materials in electronic format only to save paper.
Federal Contracts Corp will be attending national shows, actively involved in training Sales and Buyers on how to use the contract, promoting the NJPA Contract to our governmental clients, developing specific literature for promotion of contract, advertising in national media when appropriate and supporting NJPA's efforts for development of the contract. FCC helped create the first marketing piece with Caterpillar and has patterned our materials to that, creating a similar story across the market place.
- 20) Describe your use of the internet to provide marketing and product awareness.
Federal Contracts Corp has a website at www.federalcontractscorp.com. This website will be updated to reflect all the possible opportunities from the NJPA Contract. The latest news in machinery shows and events will be posted on the website and adjusted weekly. Marketing materials will be produced to develop awareness of the website. All manufacturers are "hot linked" to their website from FCC's site and referencing NJPA.
- 21) Describe your perception of NJPA's role in marketing the partnership and products and services.
NJPA will promote this contract through the publication of their magazine and assist governmental members in explanation and direction on how to use the contract. NJPA will have representation at trade shows that are beneficial to the contract and assist vendors with the member base contacts for development of the NJPA Contract. When members call for guidance, NJPA would be "the director of traffic", getting the member to the proper vendor. Past experience has dictated that NJPA is looking for growth in products/services to its members. FCC has shown the capability to work and continue to work with NJPA to help enable this growth.
- 22) Describe the unique quality of the products in your bid in relationship to others available in the market.

FELLING

Before any manufacturing begins, every trailer undergoes a strict design review with our Engineering Team. Whether it is one of our 24 unique trailer styles or a custom trailer that we have built for your specific application you can be certain that your trailer is going to be one of the best engineered products in the industry. To begin the construction phase, beams and cross-members are cut to each trailer's specifications. Many of our components are cut by our Hankwang laser table to ensure accurate & repeatable quality for every trailer. After the cutting process, material is sent to one of our 20 unique work stations or to our OTC robotic welding cell. Our pre-engineered jig fixtures at our workstations ensure quality, accurate assembly each & every time. After the trailer is assembled in the jig and welded it is flipped over to weld the top side of the trailer. This process allows for perfect coverage on our welds and a sturdier more robust frame. After the welding is done all exterior welds are ground down to produce a clean smooth look. The running gear is also put on at this time. We use quality Dexter Axles for all axles from 2,000# to 15,000#. Meritor axles for 20,000# and larger. After fabrication, every trailer goes into our blast booth where steel grit removes all rust and contaminants to get it ready for paint. Once in one of our paint booths the entire trailer(top to bottom) will undergo an electrostatic application of two coats of primer, three coats of polyurethane paint and a rust-inhibitive undercoat. The trailers then go into our specially designed drying room to ensure proper drying rain or shine any time of the year. Felling Trailers has one of the finest and long lasting paint jobs in the industry, and we stand behind it with our 3 Year paint warranty.

Form A

GLOBE

Our trailers are manufactured in Bradenton, FL in our 60,000 square foot facility covering 10 acres. The equipment used for manufacturing our trailers includes computerized plasma burning tables, optical beam cutting machines, state of the art welding machines, overhead crane systems, milling machines, cutting shears, and CNC Whitney punches. Additionally, our plant also has its own in house sandblasting and paint facilities. Our welders are all certified up to AWS T-1 steel and are governmentcertified.

We our proud of our trailers and our employees. That's why Globe Trailers offers the “best warranty” in the trailer industry, and why we here at Globe Trailers say; There "IS" A World of Difference.

LAND PRIDE

With a focused approach to manufacturing,, a quality product is produced, lowers the costs of final product and less waste is produced. Land Pride is considered to be one of the highest quality mowing manufacturers in the world and we credit that to our people and manufacturing facilities. The following production plants focus exclusively on the products listed, enabling our products to stay on the leading edge of market demands:

Abilene, KS: *All-Flex Mowers, Zero Turn Mowers, Rotary Cutters, Rotary Tillers, Grooming Mowers, Post Hole Diggers, Flail Mowers, Broadcast Spreaders, Drag Harrows*

Kipp, KS: *Rear Blades, Landscape Rakes, Box Scrapers, Scarifiers, Core Aerators, Disc Harrows, Quick-Hitches, Straw Crimper, Ditcher, Plot Ranger, Grading Scrapers, Seed Bed Rollers*

Lucas, KS: *Rotary Cutters, Parallel Arm Rotary Cutters, Primary Seeders, Overseeders, Soil Pulverizers, Powered Rakes*

Salina, KS: *Corporate Office, Research & Development, Marketing, Engineering*

MAHINDRAUSA

From army vehicles to farm tractors to major automobile manufacturing, Mahindra's relationship with American industry goes back many years. American GIs who served in India during World War II recognize the parent company, Mahindra & Mahindra, which in 1945 was selected to assemble the famous Willys Jeep. In 1994, the company entered the American market as Mahindra USA, and in the few years since, its tough, dependable tractors are being sold and serviced by hundreds of leading tractor dealers throughout the country. Here in the United States, final assembly and a 51 point pre-delivery inspection are performed, including dynamometer and road testing to ensure the highest quality. In 2003, Mahindra USA opened a second assembly and distribution center in Calhoun, GA, 68 miles north of Atlanta. This more than doubles production capacity to meet growing demands for their tractors. Mahindra is recognized by other manufacturers as being and becoming the world's largest tractor manufacturer. Mahindra puts manufacturing quality into supplying the heaviest and most fuel efficient tractor in all small tractor categories.

TEREX

Every piece of equipment we sell is designed to increase your productivity, boost your bottom line and deliver unmatched value. From drilling and digging to hauling and lifting, Terex meets more needs than any other manufacturer. Dirt to air, we have you covered. Our distribution network in nationwide for parts, service and warranty. We manage our business with the realization that products must be supported after the sale for an investment to become value. TEREX owns their Utility sales and distribution service centers backed by one of the largest equipment suppliers in the world.

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Tab 5: Value Added Attributes

Questions #23-28

Form A

Tab 5 Value Added Attributes

23) Describe any training programs available as options for members.

FCC works in conjunction with Paul Anderson and Greg Haglin to support Training thru the NJPA Studios. FCC also provides customized dealer training programs where Clark stays for three days training Sales for proper governmental sales strategies and NJPA Contract use. In 2008 Clark did six of these trainings nationwide requiring his personal time and travel promoting the NJPA story. Clark is scheduled to train Caterpillar & Mahindra's Governmental Sales Teams for the proper use of; Small Business, NJPA and Total Maintenance & Repair for securing future business. Very strong emphasis will be put on NJPA's Web Based Training. FCC will have similar training approaches with all manufacturers, pushing the NJPA style of education. All manufacturers represented in this proposal offer detailed and in depth training programs for the NJPA members. The manufacturers training available is for product safety, operator training and product knowledge to extend useful life of the equipment.

24) Describe technological advances your bid products offer.

FELLING

The Felling Deck-Over Line is built for the guys who work hard. A wide variety of options are available to give you the versatility to haul almost anything. We know you work yourself and your equipment hard, so we engineered a line to match your determination! The quality and durability are what sells our trailers. Acclaimed as the strongest trailer on the market, Felling Deck Over Trailers are ready for the haul. Available in 6,180 to 60,000 pound load capacities! Having this statement on our webpage is achievable by utilizing the best cutting and fabrication equipment available in the market place. There is a tremendous investment by Felling to produce and deliver the highest quality available in our product line-up.

GLOBE

Our Air Ride Suspension can raise or lower the rear deck area 3 inches in either direction. Globe's gooseneck has 7 settings for operator assistance in overcoming rough terrain challenges. Globe Trailer has the "only" hydraulic flip axle in the world.

LAND PRIDE

Land Pride has made huge investments in developing machinery and manufacturing tooling to develop a quality product with very little scrap in the process. This practice will drive down costs for NJPA Members and have low impact on the waste stream. Land Pride is committed to having manufacturing technology stay "Green".

MAHINDRAUSA

The rugged cast-iron chassis on a Mahindra Tractor makes it heavier than all other tractors of similar size and horsepower. This extra weight creates more traction, stability, control and durability. Mahindra's manufacturing facilities are extremely sensitive to the environment and its manufacturing process. These processes have been developed to have the lowest negative impact on the environment and waste stream.

TEREX

Aerial devices available from Terex include telescopic, non-overcenter and overcenter models that range in working heights from 34 to 105 feet. Terex always has a configuration to fit a difficult application. These aerial devices are designed and built per the member's specifications using the latest technology in hydraulics, electronics, fuel consumption and safety. Terex owns it's Utility Division outlets and they gain from the entire Terex lines of equipment technology investments.

BIDDER QUESTIONNAIRE – Federal Contracts Corp

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25) Describe your “Green” program as it relates to your company, your products, and your recycling program.

FELLING

Felling has invested close to \$300K in the last year on a air makeup/exchange system in our manufacturing facility. This system recycles the air in our facility thus reducing our heating and energy costs. We estimate we have a 50% savings in heating costs year to year and 20%-30% savings in overall energy used.

In the last 6 months we have been installing T8 Fluorescent lighting in place of Sodium Halide throughout office and mfg. facility....we anticipate this to reduce our lighting energy costs by 50%

We recently installed a “parts washing system” which recycles and filters the water and chemicals which has removed a “way-stream” from our operation

GLOBE

Globe’s manufacturing has the most manufacturing detail, in our market segment, when it comes to cutting and fabricating of its steel products. We are the leaders in the industry with plasma cutting; eliminates unnecessary scrap, saves the use of additional gases and our quality promotes longer product life. The GLOBE trailer is extremely easy to pull, minimizing “fuel costs” for the truck operator.

LAND PRIDE

Land Pride’s manufacturing philosophy is to concentrate and focus on limited numbers of products, at each manufacturing plant. This philosophy has proven to be more cost effective, less scrap produced and less transportation costs of raw material inventory. The quality of product produced by Land Pride enables a longer product life or a wiser investment for your members.

MAHINDRAUSA

Mahindra tractors conform to all EPA and California Air Resources Board (CARB) Tier III / Tier IV norms. In accordance with 1065.10(c)(4), engines produced by Mahindra, and by Mitsubishi for Mahindra, have been tested with the applicable test procedures of 40 CFR 89, utilizing the fuels of 40 CFR 1065 and the test equipment required under subparts D of 40 CFR 89 and subpart I of 40 CFR 86. On the basis of such tests, the engines conform to the emission standards of 40 CFR 1039, and comply with all applicable requirements of 40 CFR 89, 1039, 1065, and the Clean Air Act.

Throughout all of Mahindra’s plants worldwide the following applies through a multi disciplinary approach; the company’s energy profile consists of Electricity, Gas, High Speed Diesel Oil and Water. Budget provisions are made exclusively for Energy Projects. Energy conservation plans, policy and structure are reviewed periodically. ECON Committee meetings are called fortnightly. The Senior Management of the Company demonstrates commitment to the energy efficiency cause through Budget Allocation for incorporating use of non-conventional sources of energy & alternative fuels. Mahindra has won Engineering Awards for design and fuel efficiency of its combustion engine. Mahindra has approximately 15% recycled products in each machine (cast iron).

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

TEREX

Terex places particular importance upon the safety of its employees and others and the protection of the environment. Terex is committed to the continuous improvement of workplace health and safety. Terex will not sacrifice the safety of our employees to achieve business goals. Our goal is to provide a safe workplace while producing products that meet the needs of our customers and shareholders.

All employees are required to obey all applicable national, local or other health, safety and environmental laws and regulations and must observe the proper safety rules and environmental practices in work situations. The Company is committed to compliance with these standards and monitors its workplaces to determine if equipment, machinery and facilities meet specified safety standards and that safety and health hazards are adequately addressed through appropriate work practices, training and procedures. Terex does not expect or permit the taking of unnecessary or unreasonable risks in the performance of duties by an employee.

Terex is committed to full compliance with both the spirit and the letter of all national, state and local environmental statutes and regulations applicable to our business. Each of our business units is primarily responsible for occupational and environmental safety at its facilities. Many of our business units have internal personnel dedicated to occupational and/or environmental issues. In addition, in furtherance of our commitment to safety and the environment, Terex has recently established a safety council to assist in auditing, monitoring and training with respect to workplace safety and environmental matters. The council consists of both dedicated safety and environmental professionals, as well as other employees from legal, human resources and operations. The goal of the safety council is to develop a strategic approach to continuous safety improvement in an effort to reduce the number and severity of on the job injuries, improve the quality of the work environment, and assure compliance with health, safety and environmental laws.

- 26) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization or for related manufacturer or distributor directly involved in a Contract resulting from this RFP.

Federal Contracts Corp is a certified by the US Veteran's Administration as a service-disabled veteran owned small business (SDVOSB) and is awaiting HUB Zone Certification. These Certifications will assist agencies in meeting Federal and State Mandates for Small Business. The American Recovery Act also specifies local investment with Small Business, putting added value to the NJPA Contract.

- 27) Identify any service contract options included in the bid price, or offered as a bid option, for the products or services being offered.

FCC offers a wide variety of maintenance packages and will design the service to meet the member's expectations. The service packages can include; total maintenance & repair, guaranteed buy-back, guaranteed down time support, guaranteed parts support and appropriate leasing or financing packages to include the services with the tractors.

- 28) Identify your ability and willingness to service Canada specifically and internationally in general.

Federal Contracts Corp has manufacturing partners and dealers in the Canadian market place. We currently ship to government agencies outside the US. All proposed manufacturers have Dealer Networks in Canada and are willing to provide product and service to this country.

Form A

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Tab 6: Payment Terms

Questions #29-31

Form A

Tab 6 Payment Terms and Financing Options

29) Identify your payment terms. (net 30, etc.)

Payment terms are Net 30, after delivery of products or services.

30) Identify any applicable leasing or other financing options as defined herein.

Federal Contracts Corp will provide leasing and financing options, upon request. We have experience in tailoring financing or leasing packages to meet the member's requirements. All manufacturers represented have their own available financing arms.

31) Briefly describe your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final Contract phase of this RFP process.)

*Federal Contracts Corp will support the sales network in sales and ordering. When a member calls in for information, pricing, delivery, machine type, service, parts or warranty, Federal Contracts Corp will take the time required to help the member address their need. **The following represents a typical order flow:***

1. *Customer Contacts the Local Manufacturer Dealer for NJPA Contract Purchase*
 2. *Determine if Local Agency is NJPA Member*
 - a. *If member – proceed*
 - b. *If not a current member – assist agency with online membership application*
 3. *Manufacturer Dealer determines product specifications and supplies quote*
 - a. *Pricing – Percentage Discount from Catalog Pricing*
 - b. *Contact Federal Contracts if assistance needed with proper pricing*
 4. *Develop Quote with :*
 - a. *List Pricing and Discount Percentage*
 - b. *Freight – Based on Zoned Freight Matrix*
 5. *Quote Presented to Local Agency*
 - a. *Accepted – proceed to Order Process*
 - b. *Denied – Dealer does not proceed*
 6. *Dealer Places Machine Order*
 7. *Dealer Receives Machine and Preps for Delivery to Local Agency*
 8. *Dealer Delivers Machine to Customer*
 - a. *Perform Operator Review as needed*
 - b. *File Warranty*
 9. *Dealer logs NJPA Sale and compiles Sales Report Quarterly To Manufacturer*
 - a. *Quarterly Log sent to Federal Contracts by Manufacturer*
 - b. *Invoice, if necessary, submitted to Manufacturer by FCC*
 - c. *Manufacturer remits NJPA Fee*
 10. *Federal Contracts Corp makes payment to NJPA Quarterly*
- *Once an order is received, it will be handled in the normal process flow. NJPA's fee will be calculated off of the total quarterly sales and remitted to NJPA. **Based on past performance, expectations and high dollar volume, FCC agrees to pay NJPA a 1% contract fee on total Product sold.***

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Tab 7: Warranty

Warranty Documents

Questions #32-37

Attachment 7.32

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Tab 7 Warranty

- 32) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
Full description of warranty is provided in manufacturer Warranty Statements – Attachment 7.32
- 33) Do all warranties cover all material and labor?
Full description of warranty is provided in manufacturer Warranty Statements – Attachment 7.32
- 34) Do warranties impose usage limit restrictions?
Full description of warranty is provided in manufacturer Warranty Statements – Attachment 7.32
- 35) Do warranties cover the technicians travel time to perform warranty repairs?
Full description of warranty is provided in manufacturer Warranty Statements – Attachment 7.32
- 36) Please list any other limitations or circumstances that would not be covered under your warranty.
Full description of warranty is provided in manufacturer Warranty Statements – Attachment 7.32
- 37) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?
Warranty repair centers are available in all geographic regions of the US and Canada..

Form A

**National Joint Powers Alliance (NJPA) IFB #081209
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Tab 8: Other Cooperative Contracts

Questions #38-40

BIDDER QUESTIONNAIRE – Federal Contracts Corp

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Tab 8 Other cooperative procurement contracts held

38) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.

NJPA Cooperative Contract #100907

NJPA Cooperative Contract #032509

NJPA Cooperative Contract #052109

39) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.

Numerous “One Time Purchase” Awards from all over the United States have been to FCC.

40) Identify any GSA Contracts held or utilized by the Bidder.

GSA Contract # GS-30F-0008S

Form A

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Tab 9: Pricing

Product Price List
Freight Matrix – 11 Zones

Questions #41-48

Attachment 9.43
Attachment 9.43.1

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Tab 9: Pricing

- 41) Provide a general narrative description of the products and services you are offering in your bid.
Federal Contracts Corp is offering the full line of Mahindra farm and utility tractors, Felling Tag Trailers, Land Pride mowing equipment, GLOBE heavy hauling/ trash trailers and Terex utility bucket trucks.
- 42) Provide a general narrative description of your pricing model identifying how the model works (line item or percentage discount – base model plus options – FTA certified or non FTA certified – Etc). *FCC’s Proposal will have line item pricing with; List Price for line item, established discount for line item and freight cost for line item. This process takes all the guess works out for the member who is utilizing the contract. The buyer knows exactly what the product will cost for acquisition and delivery to the agency property. Terex is the only manufacturer with Line Item Pricing (no discount shown).*
- 43) Provide a statement of pricing.
Federal Contracts Corp is providing Discount Off List Pricing. See Attachment 9.43 - Pricing and Attachment 9.43.1 - Freight Matrix
- 44) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
N/A
- 45) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this bid are:
_____ a. The same as we offer on single school district bids.
_____ b. The same as we offer to cooperatives and state purchasing departments.
 X c. Better than we offer to purchasing cooperatives or state purchasing departments.
(Your bid will be considered “Non-Responsive” if this question is not answered.)
- 46) Do you offer quantity or volume discounts? X YES _____ NO Outline guidelines and program.
- 47) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
Shipping will be based on point of origin and 11 different state groups for Zones of Delivery. See attached for shipping. The return policy is dictated by manufacturer. A restocking charge of 15% will not be exceeded per specifications.
- 48) Identify the Bidder’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.
We are willing to reimburse NJPA a administrative fee, of 1% of Contract Sales, for the recovery of their costs in establishing the contract format.
- 49) NOTE: Exceptions to Bid, Terms, Conditions and Specifications Request
Federal Contracts Corp takes no exception to this Bid Specifications. See Document on next page.

Clark Ricke

Authorized Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

BIDDER QUESTIONNAIRE

Federal Contracts Corp

ATTACHMENTS FOR

IFB 081209: Landscaping and Grounds Related Equipment, Accessories and Supplies

<u>Attachment Tab /Question</u>	<u>Description</u>
Tab 1-9 (Signed Tab 9)	Bidder Questionnaire – Form A
Tab 1.1	Bidder Information – Form B
Tab 1.3	Business License
Tab 1.3.1	Certificate of Insurance
Tab 1.6	Manufacturers Authorization
Tab 1.8	Bank Credit Reference Letter
Tab 3.14	Dealer Listing
Tab 4	Product Literature (CD electronic version)
Tab 7.32	Warranty Documents
Tab 9.43	Price List (CD electronic version)
Tab 9.43.1	Freight Matrix – 11 Zones (CD electronic)
Tab 9.49	Exception to Bid, Terms etc – Form C

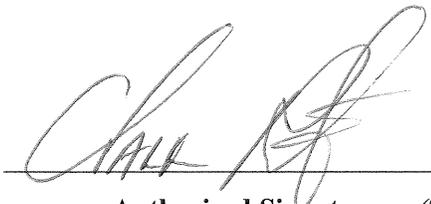
<u>Items Inside Front Cover</u>	<u>Description</u>
Form D	Bid Offering and Acceptance and Award
Form E	Bid Affidavit Signature Page
Form H	MN – Affirmative Action Certification
Form I	MN – Immigration Status Certification
Cashier's Check	Bid Bond
Accord Form	Certificate of Insurance
CD	Electronic Submission

<u>Items Inside Back Cover</u>	<u>Description</u>
IFB 081209 Addendum	Landscaping and Grounds Related Equip Extension of Bid Opening

Form A

Tab 9: Pricing

- 41) Provide a general narrative description of the products and services you are offering in your bid.
Federal Contracts Corp is offering the full line of Mahindra farm and utility tractors, Felling Tag Trailers, LandPride mowing equipment, GLOBE heavy hauling/ trash trailers and Terex utility bucket trucks.
- 42) Provide a general narrative description of your pricing model identifying how the model works (line item or percentage discount – base model plus options – FTA certified or non FTA certified – Etc). *FCC's Proposal will have line item pricing with; List Price for line item, established discount for line item and freight cost for line item. This process takes all the guess work out for the member who is utilizing the contract. The buyer knows exactly what the product will cost for acquisition and delivery to the agency property.*
- 43) Provide a statement of pricing.
Federal Contracts Corp is providing Discount Off List Pricing. See Attachment 9.43 - Pricing and Attachment 9.43.1 - Freight Matrix
- 44) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
N/A
- 45) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
 Prices offered in this bid are:
 _____ a. The same as we offer on single school district bids.
 _____ b. The same as we offer to cooperatives and state purchasing departments.
 X c. Better than we offer to purchasing cooperatives or state purchasing departments.
 (Your bid will be considered "Non-Responsive" if this question is not answered.)
- 46) Do you offer quantity or volume discounts? X YES _____ NO Outline guidelines and program.
- 47) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
Shipping will be based on point of origin and 11 different state groups for Zones of Delivery. See attached for shipping. The return policy is dictated by manufacturer. A restocking charge of 15% will not be exceeded per specifications.
- 48) Identify the Bidder's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.
We are willing for NJPA to impose an administrative fee of 1% of Contract Sales.
- 49) NOTE: Exceptions to Bid, Terms, Conditions and Specifications Request
 Federal Contracts Corp takes no exception to this Bid Specifications. See Document on next page.



8/19/09

Authorized Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

BIDDER QUESTIONNAIRE – Federal Contracts Corp

Form A

Form B

BIDDER INFORMATION

Company Name: Federal Contracts Corp
Address: 13797 N Nebraska Ave
City/State/Zip: Tampa, FL 33613
Phone: 813-631-0000 Fax: 813-631-0008
Toll Free Number: _____ E-mail: clark@federalcontractscorp.com
Web site: www.federalcontractscorp.com

VOIDS sometimes exist between management (those who respond to IFBs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

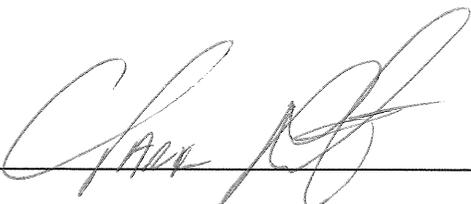
Name: Clark Ricke Title: President, National Sales Manager
Email: clark@federalcontractscorp.com Phone: 813-631-0000

Name: Tricia Ricke Title: Vice President
Email: tricia@federalcontractscorp.com Phone: 813-631-0000

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____


8/19/09
Signature

**Bid Offering
And Acceptance and Award
IFB #081209**

FORM D

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: Federal Contracts Corp Date: Aug 19, 2009

Company Address: 13797 N. Nebraska Ave

City: Tampa State: FL Zip: 33613

Contact Person: Clark Ricke Title: President

Authorized Signature (ink only):  CLARK RICKE
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Gary L. Nytes _____
(Name printed or typed)

Title: Executive Director NJPA

Awarded this _____ day of _____ **Contract Number # 081209**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 081209**

BIDDER ASSURANCE OF COMPLIANCE

Form E

Bid Affidavit Signature Page

BIDDER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Bidder is submitting their bid under their true and correct name, the Bidder has been properly originated and legally exists in good standing in its state of residence, that the Bidder possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Bidder" in this Contract, and
2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this IFB, and
3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and
4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and
6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and
8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and
9. Accompanying this bid is a bid bond for \$10,000.00, or a cashier's check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default as identified by the undersigned, and
10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the date bids were opened regarding this IFB, and
11. The Bidder certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

12. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder hereby certifies their compliance with federal affirmative action requirements.

Company Name: Federal Contracts Corp

Contact Person for Questions: Clark Ricke Phone: 813-631-0000
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: 13797 N. Nebraska Ave

City/State/Zip: Tampa FL 33613

Telephone Number: 813-631-0000 Fax Number: 813-631-0008

E-mail Address: clark@federalcontractscorp.com

Authorized Signature: *Clark Ricke*

Authorized Name (typed): Clark Ricke

Title: President

Date: August 19, 2009

Notarized



Subscribed and sworn to before me this 19th the day of August, 20 09

Notary Public in and for the County of Hillsborough State of Florida

My commission expires: _____

Signature: *Joan Riethemer*

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date Federal Contracts Corp 8/19/2009

Authorized Signature: _____ Telephone number: 813-631-0000

Printed Name: Clark Ricke _____ Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Federal Contracts Corp Date: 8/19/09
Authorized Signature:  Telephone Number: 813-631-0000
Printed Name: Clark Ricke Title: President

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529



Price List-Effective 10-25-12

#	DESCRIPTION	TL3	RL3	PL3	HL3	BL3	RS3	DL3	CP3	NJPA Disc
TL	Base Truck Mount Loader, Walk Through Controls	\$36,745	---	---	---	---	---	---	---	2%
RL	Base Rear Mount Loader, Walk Through Controls	---	\$38,510	---	---	---	---	---	---	2%
PL	Base Rolloff Loader w/ 24 yd. Body	---	---	\$57,388	---	---	---	---	---	2%
HL	Base Hook Lift Loader w/ 24 yd. Body	---	---	---	\$60,242	---	---	---	---	2%
BL	Base Loader for Rolloff w/ Walk Through Controls	---	---	---	---	\$44,340	---	---	---	2%
RS	Base Rear Steer Loader (Excluding Chassis)	---	---	---	---	---	\$76,355	---	---	2%
DL	Base High Capacity Debris Loader	---	---	---	---	---	---	\$45,224	---	2%
CP	Base Truck Mount Loader, Walk Through Controls	---	---	---	---	---	---	---	\$45,088	2%
1.00	CONTROL OPTIONS									
	Dual Walk-Thru Controls	STD	STD	STD	STD	STD	---	---	STD	
1.11	Quadstick Controls (Dual Walk-Thru Joysticks)	\$3,927	\$3,927	\$3,927	\$3,927	\$3,927	---	---	STD	2%
1.20	Stationary Top Mount Controls with Seat	\$3,440	\$3,440	---	---	\$3,440	---	STD	---	2%
1.21	Additional Access Ladder for Top Mount Controls	\$377	\$377	---	---	\$377	---	\$377	---	2%
1.22	Foot Pedal Swing Control for Top Mount Controls	\$408	\$408	---	---	\$408	---	---	---	2%
1.23	Joysticks with Top Mount Controls	\$1,724	\$1,724	---	---	\$1,724	---	STD	---	2%
1.24	Grating Heat Shield for Dual Walk-Thru Controls	\$196	\$196	\$196	\$196	\$196	---	---	\$196	2%
1.30	Side Mount Seat (Moves w/boom) (RL)	---	\$2,140	---	---	\$2,140	---	---	---	2%
1.31	Side Mount Seat w/All Weather Cab (Moves w/boom) (RL)	---	\$5,305	---	---	---	---	---	---	2%
1.32	Foot Pedal Swing Control for Side Mount Seat (RL)	---	\$408	---	---	---	---	---	---	2%
1.34	Heater for All Weather Cab (RL) (12V)	---	\$343	---	---	---	---	---	---	2%
1.35	Windshield Wipers for All Weather Cab (RL)	---	\$343	---	---	---	---	---	---	2%
2.00	OUTRIGGERS OPTIONS									
2.40	Outrigger Pads (Rubber)	\$423	\$423	\$423	\$423	\$423	NA	\$423	\$423	2%
2.41	Reflective Tape on Outriggers	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	2%



Price List-Effective 10-25-12

#	DESCRIPTION	TL3	RL3	PL3	HL3	BL3	RS3	DL3	CP3	NJPA Disc
3.00	PEDESTAL OPTIONS									
3.10	HA-36 Hydraulic Actuator	STD	STD	STD	STD	---	---	---	---	
3.11	Heavy Duty Swing Motor (SAI)	\$1,931	\$1,931	\$1,931	\$1,931	STD	STD	STD	STD	2%
3.12	Extended Pedestal (12 inch)	\$573	\$573	---	---	STD	---	STD	STD	2%
4.10	Swing Lock (required for bodies with 4 ft sides or less)	\$563	\$0	\$563	\$563	STD	---	---	STD	2%
7.00	BUCKET OPTIONS									
7.10	Standard Bucket, 60 in. Opening	STD	STD	STD	STD	STD	STD	STD		
7.12	"Crab" can lifting attachment only in place of bucket	---	---	---	---	---	---	---	STD	
7.13	"Crab" can lifting attachment as additional lifting accessory	\$4,248	---	---	---	---	---	---	---	2%
8.00	BODY OPTIONS - TBS=Trash Bdy Std, TBH=Trash Bdy Hvy									
8.10	Trash Body, 1820 TBS, 18ft., 20 cu.yd.	\$15,114	---	---	---	---	---	---	---	2%
8.11	Trash Body, 1824 TBS, 18ft., 24 cu.yd.	\$15,356	---	---	---	---	---	---	---	2%
8.12	Trash Body, 1828 TBS, 18ft., 28 cu.yd.*	\$16,344	---	---	---	---	---	---	---	2%
8.13	Trash Body, 2026 TBS, 20ft., 26 cu.yd.*	\$17,482	---	\$1,732	---	---	---	---	---	2%
8.14	Trash Body, 2030 TBS, 20ft., 30 cu.yd.*	\$18,356	---	---	---	---	---	---	---	2%
8.15	Trash Body, 1820 TBH, 18ft., 20 cu.yd.*	\$17,852	---	---	---	---	---	---	---	2%
8.16	Trash Body, 1824 TBH, 18ft., 24 cu.yd.*	\$18,636	---	---	---	---	---	---	---	2%
8.17	Trash Body, 1828 TBH, 18ft., 28 cu.yd.*	\$19,188	---	---	---	---	---	---	---	2%
8.18	Trash Body, 2026 TBH, 20ft., 26 cu.yd.*	\$19,630	---	---	---	---	---	---	---	2%
8.19	Trash Body, 2030 TBH, 20ft., 30 cu.yd.*	\$20,300	---	---	---	---	---	---	---	2%
8.24	Container Body, 22 CBS, 22ft. X 30" tall, Non-dump	---	---	---	---	---	---	---	\$11,981	2%
	*Includes Dual 6 in. Cylinder Hoist (Heavy Duty)	---	---	---	---	---	---	---	---	
8.21	Trash Body, 2240 TBH, 22ft., 40 cu.yd. (Heavy duty hoist)**	\$25,420	---	---	---	---	---	\$24,874	---	2%
8.22	Trash Body, 2245 TBH, 22ft., 45 cu.yd. (Heavy duty hoist)**	\$28,497	---	---	---	---	---	\$27,951	---	2%
	** For 22 ft bodies, use DL column for body/paint options.	---	---	---	---	---	---	---	---	
8.30	Add, Dual 6 in. Cylinder Hoist (Heavy Duty)	\$586	---	---	---	---	---	---	---	2%



Price List-Effective 10-25-12

#	DESCRIPTION	TL3	RL3	PL3	HL3	BL3	RS3	DL3	CP3	NJPA Disc
8.31	1/4 Inch Floor Plate (upgrade for TBS body)	\$510	---	\$510	\$510	---	---	STD	\$510	2%
8.32	Continuous Welds for Side Stakes	\$843	---	\$843	\$843	---	---	\$1,264	\$632	2%
8.33	Reinforcement Plates Continuously Welded (upgrade for TBS)	\$528	---	\$528	\$528	---	---	STD	---	2%
8.35	Body Ladder (Outside)	\$295	---	---	---	---	---	STD	---	2%
8.36	PI Self-Winding Load Covering Device	\$724	---	\$724	\$724	---	---	\$724	---	2%
8.37	Manual Goal Post Type Load Covering Device	\$1,330	---	---	---	---	---	\$1,330	---	2%
8.38	Electric Goal Post Covering Device	\$1,826	---	---	---	---	---	\$1,826	---	2%
8.39	Hand Loading Doors, 1 each	\$652	---	---	---	---	---	---	---	2%
8.41	Tool Box, Truck Frame Mounted Under Body, 18x18x48	\$620	---	---	---	---	---	\$620	\$620	2%
8.42	Tool Box, Inside Body, Locking Door Ea. Side	\$1,189	---	\$1,189	\$1,189	---	---	---	---	2%
8.43	Body Dump Alarm	\$447	---	---	---	---	---	\$447	---	2%
8.44	Steel Mud Flaps in Front of Rear Wheels	\$175	---	---	---	---	---	\$175	\$175	2%
8.45	Tarp Tie Down Rods	\$215	---	\$215	\$215	---	---	---	\$215	2%
8.46	Wire Conduit (Steel)	\$197	---	---	\$197	---	---	\$197	\$197	2%
8.47	Wire Loom for Body Wiring	\$95	---	---	\$95	---	---	\$95	\$95	2%
8.72	Single rear door (replaces double barn doors)	\$1,686	---	\$1,686	\$1,686	---	---	---	---	2%
8.75	DOT Slow Moving Vehicle Sign, 1 ea.	\$56	---	\$56	\$56	---	---	\$56	\$56	2%
8.76	Tie Down Straps for CP3	---	---	---	---	---	---	---	\$159	2%
9.00	TRAILER OPTIONS (Trailers can be ordered separately)									
9.01	Trash Trailer, TT2, 18 ft., 20 cu.yd., Sgl. Axle	---	\$22,930	---	---	---	---	---	---	2%
9.02	Trash Trailer, TT2, 18 ft., 24 cu.yd., Sgl. Axle	---	\$23,174	---	---	---	---	---	---	2%
9.03	Trash Trailer, TT2, 18 ft., 27 cu.yd.***	---	\$28,614	---	---	---	---	---	---	2%
9.05	Trailer Package on Truck (structural, hyd., and lighting, NOT air)	---	\$2,640	---	---	---	---	---	---	2%
9.04	Air Brakes for Single Axle Trailers (Truck air pkg by dealer)	---	\$1,781	---	---	---	---	---	---	2%
9.10	Air Brakes for Tandem Axle Trailers (Truck air pkg by dealer)	---	\$2,600	---	---	---	---	---	---	2%
9.07	10,000 lb. Tandem Axles (upgrade for 1820 and 1824)	---	\$4,343	---	---	---	---	---	---	2%
9.08	Dual 6 in. Cylinder Hoist (Heavy Duty)	---	\$598	---	---	---	---	---	---	2%



Price List-Effective 10-25-12

#	DESCRIPTION	TL3	RL3	PL3	HL3	BL3	RS3	DL3	CP3	NJPA Disc
9.09	Hydraulic Jack Stand	---	\$1,305	---	---	---	---	---	---	2%
	*** Includes 10,000 lb. Tandem Axles & Dual 6 in. Cylinder Hoist	---	---	---	---	---	---	---	---	
10.00	LIGHTS & INSTRUMENT OPTIONS									
10.01	Outrigger Warning Light with Audible Alarm	\$631	\$631	---	---	\$631	\$631	\$631	\$631	2%
10.02	Outrigger Interlock (Prevents boom movement w/outriggers up)	\$1,136	\$1,136	---	---	\$1,136	---	\$1,136	\$1,136	2%
10.03	Single Strobe, Mounted on Each Outrigger	\$394	\$394	---	---	\$394	---	\$394	\$394	2%
10.05	Dual Strobe, Mounted on Truck Cab	\$514	\$514	\$514	\$514	\$514	---	---	\$514	2%
10.06	Single Strobe, Mounted on Rear of Body	\$366	---	---	---	---	---	\$366	\$366	2%
10.07	Brush Guard for Single Rear Strobe	\$70	---	---	---	---	---	\$70	\$70	2%
10.09	LED Type Body Lights, 13 ea. Lights	\$331	---	---	\$331	---	---	\$331	\$331	2%
10.10	LED Flashers in Rear Corner Body Post	\$318	---	---	\$318	---	---	\$318	\$0	2%
10.15	Single Strobe, Mounted on Cab	\$366	\$366	\$366	\$366	---	---	\$366	\$366	2%
10.97	Work Lights - (Set of 2) (1 ea side of boom)	\$382	\$382	---	\$382	\$382	\$382	\$382	\$382	2%
10.99	SA-901 back-up alarm	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	2%
11.00	PAINT OPTIONS									
11.01	Undercoat Underside of Trash Body	\$392	---	\$392	\$392	---	---	\$392	\$392	2%
11.02	Loader 1 Color, Body Black, Frame Black (PI colors only)	STD	---	STD	STD	---	---	STD	STD	
11.03	Add, Loader & Body Same Color, Frame Black (PI colors only)	\$264	---	\$264	\$264	---	---	\$264	\$264	2%
11.04	Add, Loader 1 Color, Body 1 Color, Frame Black (PI colors only)	\$430	---	\$430	\$430	---	---	\$430	\$430	2%
	Certain coatings will require an additional charge	---	---	---	---	---	---	---	---	
	Other paint options available on request	---	---	---	---	---	---	---	---	
12.00	MISCELLANEOUS OPTIONS									
12.01	Front Mount Pump w/Overspeed Control	\$2,595	\$2,595	---	---	---	---	---	---	2%
12.11	Steel Cover for Front Mount Pump	\$475	\$475	---	---	---	---	---	---	2%
12.03	Cab Protector for Rear Loader	---	\$1,391	---	---	---	---	---	---	2%



Price List-Effective 10-25-12

#	DESCRIPTION	TL3	RL3	PL3	HL3	BL3	RS3	DL3	CP3	NJPA Disc
12.04	Double Wire Braided Hoses	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425	2%
12.05	Hose Guards (Head and Valve Bank) (not for top mount controls)	\$290	\$290	\$290	\$290	\$290	---	---	\$290	2%
12.06	Fire Extinguisher, 5 lb.	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	2%
12.07	Fire Extinguisher, 10 lb.	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	2%
12.08	Reflector Kit	\$37	\$37	\$37	\$37	\$37	\$37	\$37	\$37	2%
12.13	Add After Frame	\$492	\$492	---	---	---	---	\$492	\$492	2%
12.14	Add Grab Handle, ea. Side	\$94	\$94	---	---	\$94	---	---	\$94	2%
12.15	Additional Owner's Manuals	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	2%
12.16	Galbreath Model U5-OR-174 60k Roll-Off Hoist (includes Installation)	---	---	\$32,595	---	\$32,595	---	---	---	2%
12.17	Wastequip 20 CY Roll-Off Container XHD	---	---	---	---	\$6,360	---	---	---	2%
										2%

Freightliner-M2 106 Conventional Chassis Single Axle	\$72,198
Freightliner-M2 106 Conventional Chassis Tandem Axle	\$89,000
Hino 338 Conventional Chassis Single Axle	\$74,803
International Model 4300 Conventional Chassis Single Axle	\$82,274
International Model 4300 Conventional Chassis Single Axle For Rear Steer	\$84,483
Freightliner-M2 112 Conventional Chassis for Model DL3	\$113,191

2%
2%
2%
2%
2%
2%

**Bid Offering
And Acceptance and Award
IFB #081209**

FORM D

LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES,

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for LANDSCAPING AND GROUNDS RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: Federal Contracts Corp Date: Aug 19, 2009

Company Address: 13797 N. Nebraska Ave

City: Tampa State: FL Zip: 33613

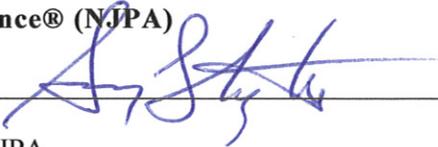
Contact Person: Clark Ricke Title: President

Authorized Signature (ink only):  CLARK RICKE
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Gary L. Nytes
Title: Executive Director NJPA (Name printed or typed)

Awarded this 10th day of Sept. 2009 Contract Number # 081209

NJPA Authorized signature:  (Name printed or typed)
Title: Board Secretary

Executed this 22nd day of September Contract Number # 081209



NJPA VENDOR CONTRACT SUMMARY – NATIONAL AUTO FLEET GROUP

DATE October 28, 2011	RFP # 102811
AWARDED CONTRACT NUMBER 102811-NAF	NJPA RFP TITLE & CATEGORY Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories
CONTRACT PERIOD January 17, 2012 through January 17, 2016	PRICING MODEL Net Pricing
DESCRIPTION Offers over 1400 different models of passenger cars and light, medium and heavy duty trucks from Chevrolet, Ford, Nissan, Honda, Toyota, Mack, Peterbilt, International, Freightliner, Volvo and Kenworth.	
VENDOR NAME AND ADDRESS National Auto Fleet Group 490 Auto Center Drive Watsonville CA 95076	VENDOR CONTACT Jesse Cooper 855-289-6572 jcooper@nationalautofleetgroup.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.4“Contract” as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder’s Response, and fully executed “Acceptance and Award”. <ul style="list-style-type: none"> • Request for Proposal (RFP) • Bid Acceptance & Award • Bidder’s Response and Pricing - Available upon request from the NJPA Contract Manager 	RELATED CONTRACT DOCUMENTATION <ul style="list-style-type: none"> • AFFIDAVIT OF ADVERTISEMENT • BID OPENING WITNESS PAGE • BID EVALUATION • BID COMMENT & REVIEW • BOARD MINUTES
DOCUMENTATION OF CONTRACT MAINTENANCE	ADDITIONAL INFORMATION: <ul style="list-style-type: none"> • National Auto Fleet Group Contract Award Announcement

NJPA INFORMATION

NJPA CONTACT Tom Pertula	TITLE Contract Manager
PHONE 218-895-4115	EMAIL Tom.Pertula@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department

Pickups

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

1/8/2013

City of Sacramento

Department of General Services

5730 24th street building #1

Sacramento, CA 95822

Dear Mr. Martinez

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2012 Chevrolet Colorado 4x4 Regular Cab Work Truck with Tow Hitch, VIN: 1GCGTBF7C8158362) Delivered to your city yard, for \$22,765.14 + sales tax \$1,764.30 for a total of \$24,529.44

Three (3) New/Unused (2012 Chevrolet Colorado Ext Cab 2WD WT with dealer installed Hitch delivered to your city yard for \$20,098, Tax \$1,557 for a total of \$21,655

VIN: 1GCESBFE0C8170153, 1GCESBFEXC8169950, 1GCESBFE2C8166878

Thirteen (13) New/Unused Chevrolet 1500 2WD Ext cab WT with Tow Hitch, delivered to your city yard each for \$19,298, Tax 1495.60 for a total of \$20,793 per unit.

TOTAL COST \$359,806.

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 102811**.

Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,



Jesse Cooper

National Fleet Manager

Office (855) 289-6572

Fax (831) 480-8497



Pickups

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

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Sincerely,



Jesse Cooper

National Fleet Manager

Office (855) 289-6572

Fax (831) 480-8497



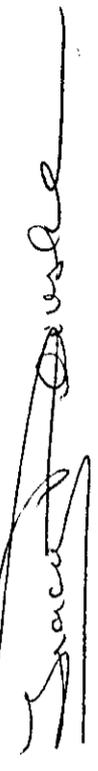
Form G
PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

Possible Points	ARI	CODA		Automotive, Inc.	DATTCO, Inc.	Don Chalmers	Drive Cam	Ford of Gresham		Husky Trucks	Keyless Ride	KSEE, LLC dba EV autos	Mitsubishi	National Auto Fleet Group	Oshkosh	Smith Electric Vehicles	Empire
		Ford	Northside														
Conformance to terms and conditions to include documentation	75	63	70	47	47	67	62	70	69	70	63	69	69	69	69	71	57
Pricing	300	212	250	117	203	205	243	193	263	248	147	267	258	260	238	250	
Industry and Marketplace Successes	50	42	33	44	37	44	40	43	37	38	35	42	37	42	41	38	
Bidder's Ability to Sell and Service Contract	100	87	77	90	92	90	23	90	87	83	70	88	83	87	85	40	
Nationally	75	67	65	62	62	71	67	71	65	68	62	71	67	67	68	63	
Bidder's Marketing	75	67	65	62	63	70	65	70	63	68	62	70	65	67	67	63	
Value Added																	
Invoicing Payment Terms and Financing	25	20	20	20	18	22	20	23	22	23	20	22	22	20	22	23	
Options	100	53	72	53	63	75	70	72	70	72	53	72	73	65	72	68	
Warranty Coverages and Information.																	
Selection and Variety of Products and Services Offered	200	133	150	130	167	160	177	145	155	158	147	157	180	143	160	153	
Total Points	1,000	743	802	624	752	803	767	777	831	828	658	857	854	819	825	756	

Bonus Points awarded for:																	
Bidders "Green" characteristics	50	20	37	13	27	37	37	38	22	22	38	37	23	23	37	13	
Disadvantaged Business Entity	50	-	-	-	-	-	-	42	-	42	13	15	32	-	27	15	

Overall Evaluation Points: 1,100 763 838 637 778 839 803 857 853 891 710 909 909 842 888 784





ANNUAL RENEWAL OF CONTRACT

made by and between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: (218) 894-1930

Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award # 102811-NAF” for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contracts for the period of January 17, 2013 through January 16, 2014.

National Joint Powers Alliance® (NJPA)

By: *Todd Liscio*, Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LISCIO

Date 1/2/13

National Auto fleet Group

By: *Jesse Cooper*, Its: Manager

Name printed or typed: JESSE COOPER

Date 1-2-13

**If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.**
Signature: _____ Date: _____

**Proposal Offering
And Acceptance and Award
RFP #102811**

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

Proposal Offering (To be completed Only by Proposer)

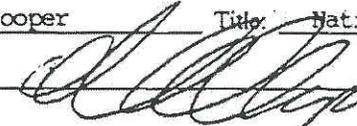
In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

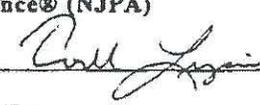
Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only):  Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

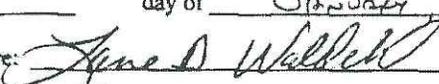
Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Todd Lyser
(Name printed or typed)

Title: Executive Director NJPA

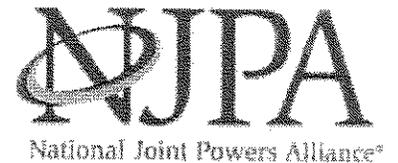
Awarded this 17th day of January 2012 Contract Number # 102811-NAF

NJPA Authorized signature:  Gene D. Wallick
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 Contract Number # 102811-NAF

www.njpacoop.org



2007-2008
2009-2010
2011-2012

Oshkosh, on behalf of its featured Striker line of ARFF vehicles, is awarded a contract for their airport snow, fire, and emergency utility vehicles which will be a unique safety equipment asset for our airport members and municipals that service airports.

Husky Trucks is awarded for their medium duty line of cargo step-vans, and their Isuzu line of cab-over trucks. Mitsubishi is also awarded for their cab and chassis truck offering providing depth and breadth to NJPA's equipment offerings in this area of equipment.

Finally, National Auto Fleet Group (NAF) is awarded for their full line of Cars and Trucks. The NAF response demonstrated a very innovative web based ordering system featuring pricing and selection of vehicle options format which allows them to offer over 1200 models of cars and trucks, each with an extensive offering of factory and dealer applied options. National Auto Fleet Group, a subsidiary of a franchised new car dealer demonstrated the ability to sell and service members in all 50 states for the manufacturers including but not limited to, Ford, Chevy, Nissan and Toyota. Large over the road truck line includes Mac and Volvo.

"It was exciting to see the vehicle industry support and respond to our national contract concept and national solicitation. The value and efficiencies to both our members and our vendors will prove and validate this new and innovative way to procure vehicles" said NJPA Director of Contracts & Marketing, Mike Hajek.

About NJPA:

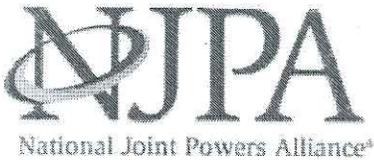
The National Joint Powers Alliance® (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 35,000 member agencies enjoy the value and commitment of the world class NJPA awarded vendors. Go to www.njpacoop.org to join NJPA at no cost, obligation or liability. Learn more about the now over 135 contract solutions available to our member agencies.

Contact: Mike Hajek Director of Contracts and Marketing | 218-894-5477 | mike.hajek@njpacoop.org

FOR IMMEDIATE RELEASE

NJPA Contract Award Announcement

Vendor Awarded NJPA National Contract for Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks With Related Accessories



NJPA contracts # 102811 were recently awarded by the NJPA Board of Directors under the category of "Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories." NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.

Staples, MN (January 18, 2012) – In response to a national solicitation and resulting competitive bid and evaluation process, the National Joint Powers Alliance® (NJPA) has awarded:

DriveCam, Inc.	102811-DCI
Secured Mobility, LLC dba Keyless Ride	102811-SML
CODA Automotive,	102811-CDA
Mitsubishi Motors North America (MMNA)	102811-MMN
Smith Electric Vehicles US	102811-SEV
Empire Southwest, LLC dba Empire Truck and Trailer	102811-ESW
Gresham Ford	102811-GFT
Husky Trucks, LLC	1002811-HTL
National Auto Fleet Group	102811-NAF
Northside Ford Trucks	102811-NSF

Within the Accessories sub-section of this procurement, NJPA has awarded DriveCam, Inc., and Keyless Ride for their extensive line of vehicle accessory products and equipment.

For the Alt-Fuel subsection of this procurement NJPA has awarded Northside Ford/Gresham Ford, CODA, Smith Electric, and Mitsubishi each. Northside/Gresham's joint offering is limited to the Azure Dynamics Transit Connect Electric vehicles AND the Roush CleanTech LP gas/CNG conversion packages. The CODA, Smith Electric and Mitsubishi offerings also consist of electric vehicles, however NJPA sees very limited overlap in these equipment offerings, therefore NJPA has elected to award these responses and make all of these vehicle options available to our Membership.

Vendor Agreement #102811-NAF (Agreement)
Between

NATIONAL AUTO FLEET GROUP (Awarded Vendor)

490 Auto Center Drive
Watsonville, CA 95076

AND

NATIONAL JOINT POWERS ALLIANCE® (NJPA)

202 12th ST NE
Staples, MN 56479

Whereas; NJPA issued an Request for Proposal #102811 (RFP) for the provision of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES to NJPA and NJPA Members nationwide; and

Whereas; NATIONAL AUTO FLEET GROUP responded to said RFP committing to the provision of PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES to NJPA and NJPA Members; and

Whereas; NJPA has awarded the contract proposed in the RFP, which is identified as NJPA contract 102811-NAF (the Contract), to Awarded Vendor, and

Whereas; NJPA and Awarded Vendor desire to further define their relationship under the Contract as contained herein.

Now therefore; In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The effective date of this Agreement shall be JANUARY 17, 2012.

ARTICLE 1. PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to:

1.1.1 Augment the terms and conditions of the Contract #102811-NAF originally identified in the RFP, the Awarded Vendor's responses and modifications contained in Form C of the Awarded Vendor's bid response (all of which are hereby incorporated into this Agreement by this reference),

1.1.2 Identify specific marketing and sales training responsibilities for both NJPA and Awarded Vendor, and

1.1.3 to finalize the administration fee to be paid by the Awarded Vendor to NJPA.

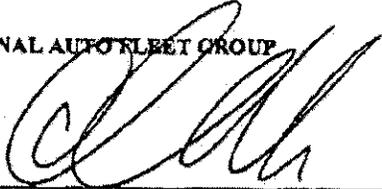
ARTICLE 2. TERMS AND CONDITIONS

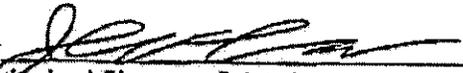
2.1 NJPA and Awarded Vendor agree to the terms and conditions contained in RFP #102811, the Awarded Vendor's responses AND the exceptions to those terms and conditions identified in Form C of Awarded Vendor's bid response EXCEPT as identified herein:

No further exceptions made.

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year referenced below.

NATIONAL AUTO FLEET GROUP

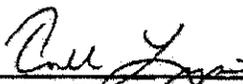
By 
Authorized Signature-Signed

By 
Authorized Signature-Printed

Date 3-20-2012

Notice Address:
490 Auto Center Drive
Watsonville, CA 95076

NATIONAL JOINT POWERS ALLIANCE®

By 
Authorized Signature-Signed

By Todd Lyseo
Authorized Signature-Printed

Date 3/21/12

Notice Address:
202 12th Street NE
Staples, MN 56479



National Joint Powers Alliance®
 Contract Purchasing Department
 202 12th Street NE, P.O. Box 219
 Staples, MN 56479

Contract Summary CNH America LLC

Award Date 19 Jul 2011	Effective date 20 Jul 2011	RFP# 060311
CONTRACT NUMBER 060311-CNH		CONTRACT TITLE Heavy construction equipment together with related accessories, supplies, and services
CONTRACT PERIOD 19 Jul 2011 through 19 Jul 2015		CATEGORIES Heavy Equipment
DESCRIPTION Heavy equipment pricing at a corporate level pushed down through a nationwide dealer network		PRICING MODEL Gross line item pricing with percentage discounts
VENDOR NAME AND ADDRESS CNH America LLC 621 State Street Racine, WI 53402		VENDOR CONTACT Gary Oldis Office: (262) 636-0825 gary.oldis@cnh.com www.cnh.com

CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS: Section 2.6 of RFP "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". <ul style="list-style-type: none"> • Request for Proposal (RFP) • Bidders Response • Bid Acceptance & Award 	RELATED DOCUMENTATION <ul style="list-style-type: none"> • Affidavit of Advertisement • Bid Opening Witness Page • Bid Evaluation • Bid Comment & Review • Board Minutes 7-19-11
DOCUMENTATION OF CONTRACT MAINTENANCE Renewal Extension 7-19-12	ADDITIONAL INFORMATION

NJPA CONTACT Kelly McAllister	TITLE Contract Manager
PHONE 218-894-5468	EMAIL kelly.mcallister@njpacoop.org
AUTHORIZED SIGNATURE 	DATE 19 Jul 2011

NJPA CONTACT Mike Hajek	TITLE Director of Contracts & Marketing
PHONE 218-894-5477	EMAIL mike.hajek@njpacoop.org
AUTHORIZED SIGNATURE 	DATE 19 Jul 2011

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES

RFP Opening

June 3, 2011
8:00 AM Central Time
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #060311

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, on behalf of ourselves and our Members from government, education, and non-profit agencies located in all 50 states and potentially internationally. Details of this RFP are available beginning April 20, 2011 and continuing until May 11, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 2, 2011 at 4:00 p.m. Central Time at the above address and opened June 3, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

April 20, 2011 and

April 27, 2011

May 11, 2011

May 13, 2011 10:00AM Central

June 2, 2011 4:00 PM. Central

June 3, 2011 8:00AM Central

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
- *Deadline for RFP requests*
- *Pre-Proposal Conference (webcast – conference call)*
- *Deadline for Submission of Proposals*
- *Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

TABLE OF CONTENTS

- 1. INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Propose a National Cooperative Procurement Contract
 - D. The Intent of this RFP
 - E. Scope of this RFP
 - F. Expectations for Products/Services being Proposed
 - G. Certification – Firm offer to contract
- 2. DEFINITIONS**
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
- 3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL**
 - A. Pre-Proposal Conference
 - B. Identification of key personnel
 - C. Proposer’s exceptions to terms and conditions
 - D. Formal instructions to Proposers
 - E. Questions and answers about this RFP
 - F. Modification or withdrawal of a submitted Proposal
 - G. Value added attributes, products/services
 - H. Certificate of Insurance
 - I. Order Process and/or Funds Flow
 - J. Administrative Fees
- 4. PRICING STRATEGIES**
 - A. Line-Item Pricing
 - B. Percentage discount from catalog or category
 - C. Hot List Pricing
 - D. Ceiling Price
 - E. Volume Price Discounts
 - F. Sourced Goods
 - G. Cost Plus a Percentage of Cost
 - H. Total Cost of Acquisition
 - I. Requesting Product and Service additions/deletions
 - J. Requesting Pricing Changes
 - K. Pricing and Products Changes Format
 - L. Single Statement of Pricing – Historical Record of Pricing
 - M. Payment Terms
 - N. Sales Tax
 - O. Shipping and Shipping Program
 - P. Normal Working Hours
- 5. MARKETING PLAN**
- 6. PROPOSAL OPENING PROCEDURE**
- 7. EVALUATION OF PROPOSALS**
 - A. Proposal evaluation process
 - B. Proposer Responsiveness
 - C. Proposal evaluation criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past performance information
 - G. Waiver of formalities
- 8. POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member sign-up procedure
 - C. Reporting of sale activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
- 9. GENERAL TERMS AND CONDITIONS**
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From this RFP
 - C. Applicable law
 - D. Assignment of Contract
 - E. Proposers List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties
- 10. FORMS**
 - A,B,C,D,E,G,H,I
- 11. PRE-SUBMISSION CHECKLIST**
- 12. ATTACHMENT 1 (I&M Price Sheet)**

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes states, cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

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1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or authorized distributor demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states. All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11 NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members

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reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, this solicitation should be read to include:**

1.20.1.1 None.

1.20 Solutions Based Invitation:

1.20.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's current and future needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their broadest proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.20.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.20.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.20.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and

services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member’s needs.

1.20.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member’s needs both now and into the future.

1.21 Geographic Area to be Proposed: This RFP invites proposals to provide **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.22 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.23 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.24 Contract Term: A contract resulting from this RFP will become effective the date established in the “Offering and Award” (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.25 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.26 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.27 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part

of the award.

1.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.30.2 Technical Descriptions/Specifications. Bidder's must supply **sufficient** information to:

- Demonstrate the Bidder's knowledge of industry standards, and
- identify the products and services being bid, and
- differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA, unduly enlarges the bid response may reduce evaluation points awarded on Form G.

1.31 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.32 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.33 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.34 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.35 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.36 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products

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and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.37 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

1.38 Authorized Representative: Proposer must be officially authorized to manufacturer, distribute, or re-sell the products and services proposed.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.38 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.39 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.40 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

H. PRE-PROPOSAL CONFERENCE

1.41 A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

1.42 An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

1.43 The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and

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willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award” pursuant to this RFP.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of goods purchased are transferred from Seller to Buyer. “FOB Destination” defines the transfer of responsibility for loss are transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify whom is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that

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may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 Format for bid response: All proposals must be physically delivered to NJPA® at the above address in the following format:

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP (the addition of an "Additional Insured" designation will be required if your bid is awarded),

3.8.4 Two complete copies of your response on electronic media (Compact Disc or flash drive) containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

3.9 All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website

for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **“HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current Proposals” and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal and must be tabbed under Tab 5.

3.24 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify any “Green” characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance policies described below at the Proposer’s own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number

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and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.30 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:

(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.

(2) Commercial General Liability Policy per occurrence \$1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 060311 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

3.33 Please propose an order process and funds flow in Tab 6 for your proposal. Please choose from one of the following:

3.33.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

3.34 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.34.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.34.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.34.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.34.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

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3.35 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of "Index and Multiplier Pricing," "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those services on a unitized basis. The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped, is a logical combination of product and service and could be priced per square foot. Whether pricing services, or logical combinations of products and services, pricing per unit of product and services must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.11 Proposers are asked to provide both a “List” price as well as a “Proposed Contract Price” in their pricing matrix. “List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.12 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a “Catalogue or List Price” defined as a published manufacturers list, or catalog price for the products or services being proposed.

4.12.1 Catalogue or List Price means the price included in a catalogue, price List, schedule, or other form that:

- (a) is regularly maintained by a manufacturer or contractor;
- (b) is either published or otherwise available for inspection by customers, and
- (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved,

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Proposer sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Proposer is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a “Catalogue or List” for products from one or more published catalogs. The “Base Price” will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Proposer or by the Proposer’s supplier.

4.16 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current “Base or List Pricing” with NJPA both in their proposal and throughout the term of any Contract resulting from this RFP.

4.17 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect the scope of this bid. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. HOT LIST PRICING

4.18 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a “Hot List” of products/services is optional. Products/services may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at

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all times.

4.19 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.22 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.23 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.24 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.25 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.27 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.27.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

G. COST PLUS A PERCENTAGE OF COST

4.28 Except as provided in “Sourced Goods” above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.20 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer’s Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products/services being proposed.
- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser’s site.

4.30 The Total Cost of Acquisition is to be stated “As Proposed.” As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.31 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.32 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the “Best Interests of NJPA and NJPA Members.” We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the “Best Interests of NJPA and NJPA Members” when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.37 NJPA’s intent here is to encourage Proposers to provide and document NJPA’s due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance.

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the “Best Interests of NJPA and NJPA Members” is pretty easy when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 NJPA’s due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.41.1 A cover letter:

- a. Please address the following subjects in your cover letter:
 - i. What product/service prices are changing?
 - ii. How much are the prices changing?
 - iii. Why are the prices changing?
 - iv. Any additions or deletions from the previous product list and the reason for the changes.
- b. The specifics of the product/services and price changes will be listed in the excel spreadsheets identified below. Please take a more general “Disclosure” approach to identifying changes in the cover letter.
 - i. If appropriate, **for example**, state, “All paper products/services increased 5 % in price due to transportation costs.”
 - ii. If appropriate, for instance, state, “The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400’s 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the “Hot List” at a 20% discount from previous pricing until remaining inventory is liquidated.”

4.41.2 An excel spreadsheet identifying all products/services being offered and their pricing.

Each subsequent pricing update will be saved using the naming convention of “[Vendor Name] pricing effective XX/XX/XXXX.”

- a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and with each request for product addition, deletion, and pricing change; all products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The “Purchase Option” at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of “proposal pricing.”

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the “Shipping Program” of a Proposer’s Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.58 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.61 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAFA	National Association of Fleet Administrators
GFX	Government Fleet Expo
APWA	American Public Works Association
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer

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non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP. The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the

criteria set forth under “Proposer Responsiveness.”

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer’s Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer’s Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed bid with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.
5. Response’s conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard products/services and/or services.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative

activities required by an awarded Contract.

14. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
16. Core List selection of products/services in Line-Item Pricing format
17. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or Percentage Discount from published gov/ed price list or Catalog.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.

5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services may be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

8.8 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.9 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.10 Hub Partner: When Applicable, NJPA Members may, from time to time, request a Vendor resulting from this RFP to serve them through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction.

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An Awarded Vendor resulting from this RFP may reject such a request provided they provide written notice of that rejection.

8.11 Hub Partner Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

8.11.1 The NJPA Member be notified by the Vendor that additional charges may apply; and

8.11.2 The Vendor document the transaction to be “Executed for the Benefit of [NJPA Member Name]” on the face of all transactional and warranty documentation.

F. TRADE-INS

8.12 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.13 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of -stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of- stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.14 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.15 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50)

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days.

Step 3: Issue letter to cancel Contract for cause.

8.16 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.18 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.19 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.20 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.21 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of

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fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA’s Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA’s Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party’s argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

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9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

- 1) Why did you respond to this RFP?
- 2) Provide a brief history of your company that includes its goals and philosophy.
- 3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 4) How long has your company been in the **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES**, industry?
- 5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
- 6) For public companies, provide your most recent annual report to shareholders.
- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
- 8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
- 9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

- 10) List and document recent industry awards and recognition.
- 11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Proposer's ability to sell and service nationwide.

- 14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

RFP 060311

are they employees of a third party?

- 15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Marketing Plan

- 19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 20) Describe your general marketing program strategy to promote the proposed Contract nationally.
- 21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 22) Describe your use of technology and the internet to provide marketing and product awareness.
- 23) Describe your perception of NJPA's role in marketing the partnership and your products/services.
- 24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Value Added Attributes

- 25) Describe any training programs available as options for members.
- 26) Describe technological advances your proposal products/services offer.
- 27) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 29) Identify any other unique or custom value added attributes.
- 30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
- 31) Identify your ability and willingness to service Canada specifically and internationally in general.
- 32) Describe any unique distribution method employed in your proposal.

Payment Terms and Financing Options

- 33) Identify your payment terms. (Net 30, etc.)
- 34) Identify any applicable leasing or other financing options as defined herein.
- 35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Warranty

- 36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
- 37) Do all warranties cover all material and labor?
- 38) Do warranties impose usage limit restrictions?
- 39) Do warranties cover the technicians travel time to perform warranty repairs?
- 40) Please list any other limitations or circumstances that would not be covered under your warranty.
- 41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Other Cooperative Procurement Contracts Held

- 42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

RFP 060311

- 43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
- 44) Identify any GSA Contracts held or utilized by the Proposer.
- 45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Products/Services and Pricing

- 46) Provide a general narrative description of the products/services and services you are offering in your proposal.
- 47) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
- 48) Propose a strategy, process, and specific method of facilitating “Sourced Goods” solution as defined herein.
- 49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
- 50) Provide a list of the NAICS codes for the products/service you are offering.
- 51) Provide a list of the NAICS codes for products/ services you make/deliver which are not included in this offering.
- 52) Provide, if any, your volume rebate programs
- 53) Identify any applicable minimum quantities applicable to your proposal.
- 54) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
- 55) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
 - _____ a. The same as typically offered to an individual municipality or school district.
 - _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 56) Do you offer quantity or volume discounts? ____ YES ____ NO Outline guidelines and program.
- 57) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
- 58) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll Free Number: _____ E-mail: _____
Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

**Proposal Offering
And Acceptance and Award
RFP #060311**

FORM D

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer’s Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: ___Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 060311**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 060311**

PROPOSER ASSURANCE OF COMPLIANCE**Form E****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES.**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its _____

_____ Its _____

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to BOX C. Include a copy of your certificate with your response.
☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on (date). [If the date is the same as the response due date, indicate the time your plan was received: (time). Proceed to BOX C.
☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor’s Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</p>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a “Sourced Goods Multiplier”?
- Have you packaged your bid submission identifying conspicuously “Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX”.
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

Addendum 051911

To that certain
RFP#060311
Issued by

The National Joint Powers Alliance®
For the procurement of:

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES

Please read this solicitation to include the following:

Question: I notice in several areas of the RFP it instructs to place pieces of information in "Tab 5" or "Tab 6" and so on....where are the Tabs? Otherwise I am following the flow and answering to the forms required. Is this correct?

Answer: We are evolving away from bid responses containing large amounts of paper. Please refer to paragraph 3.8 for format of bid response and disregard references to "Tabs". Form A, which was previously split into multiple "Tabs" for organizational purposes, is now one document submitted on CDs or flash drives without killing numerous trees.

Greg Meredith 5-19-11

Addendum 060211

To that certain
RFP#060311
Issued by

The National Joint Powers Alliance®
For the procurement of:

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES,
SUPPLIES, AND SERVICES

Please consider this addendum a part of NJPA RFP 012111.

NJPA has elected to extend the due, and opening dates for this Request for Proposals as follows:

- The Due date will be extended from June 2, 2011 at 4:00PM Central TO June 9, 2011 at 4:30PM Central.
- The bid opening date will be extended from June 3, 2011 at 8:00AM Central to June 10, 2011 at 8:00AM Central
- Proposals received prior to June 2, 2011 at 4:00PM Central will be held for opening on June 10, 2011 at 8:00AM Central.

Greg Muehlen 6-2-11

Proposal Offering
And Acceptance and Award
RFP #060311

FORM D

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES,

Proposal Offering (To be completed Only by Proposer)
In compliance with the Request for proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: CNH America LLC Date: 5/23/11

Company Address: 621 STATE ST

City: Racine State: WI Zip: 53402

Contact Person: Gary Olds Title: Manager Govt Sales

Authorized Signature (ink only): Gary Olds (Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be 19 JULY, 2011 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Gene D. Waldshel Title: Lane D. Waldahl
(Name printed or typed)

Title: Board Clerk

Awarded this 19th day of July, 2011 Contract Number #060311-CMH

NJPA Authorized signature: Call Lopez Title: TOPP LYSKO
(Name printed or typed)

Title: EXECUTIVE DIRECTOR

Executed this 20th day of July Contract Number #060311-CMH

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

**(Ex Works Wichita, KS)
Standard Equipment**

ENGINE:

CASE 434T/E water-cooled diesel engine
 207 CID (3.4L) Turbo
 Tier 4 Interim Certified
 High Pressure Common Rail (HPCR) Fuel Injection
 Exhaust Gas Recirculation (EGR)
 Diesel Particulate Filter (DPF)
 Horsepower:
 - Gross 90
 - Net 84
 120 amp alternator
 Air cleaner - dual element
 Anti-freeze solution to -34° F
 Fuel tank - 25.5 gal. (US)
 3-stack after cooler/radiator/oil cool configuration
 Glow Plugs
 Maintenance free 1000 CCA battery with master electrical disconnect

OPERATOR'S PROTECTIVE

STRUCTURE:

ROPS/FOPS Level 1 canopy with side screens
 Control lockout system
 Tilt forward ROPS/FOPS
 Electric parking brake control
 Hand throttle
 Foot throttle
 Switchable (H - ISO) Electro Hydraulic (EH) controls (only on EH models)
 Proportional auxiliary hydraulic control
 Operator's compartment floor cleanout
 Rear window with emergency escape
 Padded seat bar with integral arm rests
 Suspension Seat, vinyl with 2" retractable lap seat belt
 Foot rest
 Dome Light
 12V Power plug socket

OPERATOR'S PROTECTIVE

STRUCTURE (Continued):

Cup holder
 Tool Pocket
 Top window
 Headliner
 Alarm package (backup and horn)

HYDRAULICS:

6 micron oil filtration system
 3 spool loader control valve
 Auxiliary hydraulics, Proportional thumb wheel activated: loader arm mounted with ISO specification flat face "connect-under-pressure" disconnects including case drain
 Heavy duty hydraulic oil cooler
 Loader arm float position
 Auxiliary hydraulic function lockout override
 Loader arm circuit lockout override

LOADER (TR320):

Mechanical attachment coupler
 Radial arm geometry
 Loader lift arm support strut
 SAE operating load:
 3200 lbs. at 50%
 2240 lbs. at 35%
 Tipping load: 6400 lbs.

LOADER (TV380):

Mechanical attachment coupler
 Vertical Lift Arm geometry
 In-cab Loader Lock
 SAE operating load:
 3800 lbs. at 50%
 2660 lbs. at 35%
 Tipping load: 7600 lbs.

TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST

(Ex Works Wichita, KS)
Standard Equipment

INSTRUMENTATION:

- Advanced Instrument Cluster with
 - Hour meter
 - Tachometer
 - Fuel gauge
 - Hydraulic oil temperature gauge
 - Engine coolant temperature gauge
 - Diagnostic features
 - Security lock-out

Warning lights with alarms:

- Critical system stop
- Engine system
- Hydraulic system
- Electrical and diagnostic system

Warning alarms:

- Battery voltage (plus display)
- Diesel particulate filter (DPF)
- Engine oil service

Indicator Light:

- Engine preheat, Parking brake,
- Seat bar reminder

UNDERCARRIAGE:

- Rigid track frame mounting
- Permanently sealed (duo cone face seal) & lubricated idlers and rollers
- Triple flange lower rollers
- Single flange front and rear idlers
- Hydraulic track adjustment
- Track recoil spring
- Tapered track frame cover

OTHER STANDARD FEATURES:

- Lights - 2 front, 2 side, 2 rear flood (halogen)
- Pre-wired for rotating beacon
- Service access hood, lockable
- Single point daily service
- Tail lights
- Option Harness
- Remote oil drain
- Remote oil and fuel filters

TRACK SYSTEM:

- Electro Hydraulic Controlled Hydrostatic
 - 2-speed planetary final drive
- Positive drive imbedded steel rubber track belt
- Spring applied hydraulic release (SAHR) disc parking brake
- Dynamic braking



**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

Models

COMMERCIAL MODEL	Weight	Factory Data	List Price
TR320-T4A	9,265 LB		\$70,270.00
TV380-T4A	9,865 LB		\$75,589.00



TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST

(Ex Works Wichita, KS)

Factory Supplied Options

Order Code	Description	Weight	Factory Data	List Price
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CONTROLS AND TRANSMISSION

SD_01100 CONTROLS LEVEL

761029	2 Speed Mechanical Controls H-Pattern			(\$1,947.00)
761031	2 Speed E-H Controls Electro-Hydraulic Switchable (ISO-H Pattern) Controls with Two Speed			No Charge

ROPS/CAB

SD_05009 CAB

761043	Open Cab (No Heat or HVAC) with top window and keyed start			No Charge
761046	Enclosed Cab with Heater Includes side windows, front glass door with wiper, shoulder belt, radio with speakers, and keyless start			\$4,347.00
761045	Enclosed Cab with Heater & AC Includes side windows, front glass door with wiper, shoulder belt, radio with speakers, and keyless start			\$5,943.00
761184	Enclosed Cab w/Heat -Demo Door Includes side windows, 3/4" polycarbonate front glass door with wiper, shoulder belt, radio with speakers, and keyless start			\$6,257.00
761183	Enclosed Cab w/HVAC -Demo Door Includes side windows, 3/4" polycarbonate front glass door with wiper, shoulder belt, radio with speakers, and keyless start			\$7,854.00

SD_05016 OPEN CAB TRIM

X05016X	No Open Cab Interior Trim Pkg			No Charge
761186	Open Cab Interior Trim Package For use with Open Cab. Covers interior sides and rear.			\$330.00

SD_05185 CAB SEAT

761052	Suspension Seat (Vinyl)			No Charge
761062	Air Ride Suspension Seat (Fabric) with temperature control (may not be ordered with Open Cab option 761043)			\$644.00

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

COUPLER

SD_K5101 COUPLERS

	726003	Manual Coupler			No Charge
	726004	Hydraulic heavy duty coupler			\$1,066.00

BLOCK HEATER

SD_02086 BLOCK HEATER

	X02086X	No Block Heater			No Charge
	761048	Block Heater (120V)			\$173.00

OPERATOR MANUALS

SD_32035 LANGUAGE OPTIONS

	761085	English USA			No Charge
	761088	French Canadian			No Charge
	761097	Spanish Latin American			No Charge

OPTIONAL PACKAGES

SD_01201 OPTION PACKAGES

	761032	Standard Equipment Only			No Charge
	761033	Performance Package Contains ON/OFF One-way Self Leveling and Ride Control			\$1,257.00
	761034	Front Electric/Multi-Function Contains Front Electric (Multi-function) for Standard Auxiliaries			\$670.00
	761035	Performance w/Front Electric Contains ON/OFF One-Way Self Leveling, Ride Control, and Front Electric			\$1,926.00
	761036	High Flow Package Contains High Flow Hydraulics with Front Electric			\$2,678.00
	761037	High Flow Plus Package Contains Front Electric, High Flow Hydraulics, ON/OFF One-way Self Leveling and Ride Control			\$3,935.00
	761039	Enhanced High Flow Package Only available with units equipped with EH Controls Contains 4000 PSI High Flow Hydraulics, second auxiliaries, front electric, high flow hydraulics, ON/OFF One-way self leveling and ride control			\$7,438.00

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

TRACK BELT OPTIONS

SD_10015 TRACK OPTIONS

	8500147	450 mm (17.7 inch) 78" OTW			No Charge
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FRONT ATTACHMENTS

BUCKETS

SD_K5231 BUCKETS

	XK5231X	No Bucket			No Charge
Dirt & Foundry Bucket					
	761126	78" Dirt & Foundry Bucket 1981 mm, 18.4 cu. ft. Heaped Capacity			\$1,112.00
Heavy Duty Dirt Bucket					
	761143	78" Heavy Duty Dirt Bucket 1981 mm, 15.9 cu. ft. Heaped Capacity			\$1,442.00
	761144	84" Heavy Duty Dirt Bucket 2134 mm, 19.4 cu. ft. Heaped Capacity			\$1,550.00
Light Material Bucket					
	761137	84" Light Material Bucket 2134 mm, 27.9 cu. ft. Heaped Capacity			\$1,051.00
Low Profile Extended Bucket					
	761133	78" Low Profile Extended 1981 mm, 18.6 cu. ft. Heaped Capacity			\$1,164.00
	761134	84" Low Profile Extended 2134 mm, 20.2 cu. ft. Heaped Capacity			\$1,257.00
Manure & Slurry Bucket					
	761140	84" Manure-Slurry Bucket 2134 mm, 22.5 cu. ft. Heaped Capacity			\$1,066.00

SPILL GUARDS

SD_K5400 SPILL GUARDS

	XK5400X	No Spill Guard			No Charge
	761178	78" Spill Guard For use with Heavy Duty Buckets only			\$237.00
	761179	84" Spill Guard For use with Heavy Duty Buckets only			\$252.00

BOLT ON CUTTING EDGES

SD_K6399 BOLT ON CUTTING EDGE

	XK6399X	No Bolt on Cutting Edge			No Charge
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**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

	761148	78" Bolt on Cutting Edge			\$278.00
	761149	84" Bolt on Cutting Edge			\$299.00

MOVE TO BIC

SD_K6440 OFF-SITE SERVICE

	XK6440X	No Offsite Service Arrangement			No Charge
	761175	Offsite Service Arrangement Pricing is dealer negotiated with offsite contractor			No Charge

SPECIAL PAINT

SD_50103 SPECIAL PAINT

	X50103X	No Special Paint			No Charge
	726029	Special Paint The price listed is for a color change only from the standard factory color: CNH #86609760 (MS42-Tan). All Special Color formulations will be applied using approved factory processes and materials. Metallic or other special formulations and/or materials are not available. A color chip must be provided to CNH for non CNH colors. A minimum lead time of 8 business weeks will be required prior to production. Unless specified, regular production decals will be applied. Requests can be made that decals not be applied. However, SAFETY decals MUST BE APPLIED in all cases. The following components remain CNH grey: lift & bucket cylinders, front coupler and attachments, ROPS, side screens, rear hood, upper chassis and control links, undercarriages and brackets.			\$3,213.00

**TR320 - TV380 - T4
DIA Kit Dependency Matrix**

Kits not listed Do Not Require Completing Parts or Kits

If you order this kit from Wholegoods		And the unit is equipped with	Then you also need
735009056	HEATER AND AIR CONDITIONER KIT <i>Tier 3 Only</i> (TR320) S/N NCM440596 - (TV380) S/N NCM450856 and Prior	Mechanical Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006 AND Side Window Kit 735013006 from Wholegoods AND from Service Parts, Cab Harness: 84426087 if TR320 S/N: NBM440020, TV380 S/N: NBM440973 or later; all prior S/N machines use 84352394
		E-H Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006 AND Side Window Kit 735013006 from Wholegoods AND from Service Parts, Cab Harness: 84550992 if TR320 S/N: NBM440020, TV380 S/N: NBM440973 or later; all prior S/N machines use 84352394
735010076	HEATER KIT <i>Tier 3 Only</i> (TR320) S/N NCM440596 - (TV380) S/N NCM450856 and Prior	Mechanical Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006 AND Side window Kit 735013006 from Wholegoods AND from Service Parts, Cab Harness: 84426087 if TR320 S/N: NBM440020, TV380 S/N: NBM440973 or later; all prior S/N machines use 84352394
		E-H Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006 AND Side window Kit 735013006 from Wholegoods AND from Service Parts, Cab Harness: 84550992 if TR320 S/N: NBM440020, TV380 S/N: NBM440973 or later; all prior S/N machines use 84352394
735009086	HEATER AND AIR CONDITIONER BOX KIT Tier 3 or Tier 4 Use	Mechanical Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006, Side Window Kit 735013006, Duct Kit 735143006, HVAC Bracket Kit 735147006 AND HVAC Install Kit 735145026 from Wholegoods AND from Service Parts, Cab Harness: 84426087 if SR250 S/N: NBM434112 or later; all prior S/N machines use 84352394 (Tier 3 Only) 84413353 - Tier 4 Closed Cab Harness, Mechanical (Tier 4 Only)
		E-H Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006, Side Window Kit 735013006, Duct Kit 735143006, HVAC Bracket Kit 735147006 AND HVAC Install Kit 735145026 from Wholegoods AND from Service Parts, Cab Harness: 84550992 if SR250 S/N: NBM434112 or later; all prior S/N machines use 84423648 (Tier 3 Only) 84551992 - Tier 4 Closed Cab Harness, E-H (Tier 4 Only)

TR320 - TV380 - T4
DIA Kit Dependency Matrix

Kits not listed Do Not Require Completing Parts or Kits

If you order this kit from Wholegoods		And the unit is equipped with	Then you also need
735010106	HEATER BOX KIT Tier 3 or Tier 4 Use	Mechanical Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006, Side window Kit 735013006, Duct Kit 735143006 AND Heater Install Kit 735144016 (for use with Tier 3 models) OR Heater Install Kit 735144026 (for use with Tier 4 models) from Wholegoods AND from Service Parts, Cab Harness: 84426087 if SR250 S/N: NBM434112 or later; all prior S/N machines use 84352394 (Tier 3 Only) 84413353 - Tier 4 Closed Cab Harness, Mechanical (Tier 4 Only)
		E-H Controls AND Open ROPS	Glass front door 735011006 OR Demo front door 735012006, 3-pt. Seat Belt Kit 735146006, Side window Kit 735013006, Duct Kit 735143006 AND Heater Install Kit 735144016 (for use with Tier 3 models) OR Heater Install Kit 735144026 (for use with Tier 4 models) from Wholegoods AND from Service Parts, Cab Harness: 84550992 if SR250 S/N: NBM434112 or later; all prior S/N machines use 84423648 (Tier 3 Only) 84551992 - Tier 4 Closed Cab Harness, E-H (Tier 4 Only)
735011006	GLASS FRONT DOOR KIT	Mechanical Controls AND Open ROPS	3-pt. Seat Belt Kit 735146006 from Wholegoods AND Closed Cab Harness from Service Parts: 84413353 - Tier 4 Cab Harness, Mechanical
		E-H Controls AND Open ROPS	3-pt. Seat Belt Kit 735146006 from Wholegoods AND Closed Cab Harness from Service Parts: 84551992 - Tier 4 Cab Harness, E-H
735012006	DEMO FRONT DOOR KIT	Mechanical Controls AND Open ROPS	3-pt. Seat Belt Kit 735146006 from Wholegoods AND Closed Cab Harness from Service Parts: 84413353 - Tier 4 Cab Harness, Mechanical
		E-H Controls AND Open ROPS	3-pt. Seat Belt Kit 735146006 from Wholegoods AND Closed Cab Harness from Service Parts: 84551992 - Tier 4 Cab Harness, E-H
735016006	RADIO KIT	Mechanical Controls AND Open ROPS	Closed Cab Harness from Service Parts: 84413353 - Tier 4 Cab Harness, Mechanical
		E-H Controls AND Open ROPS	Closed Cab Harness from Service Parts: 84551992 - Tier 4 Cab Harness, E-H

TR320 - TV380 - T4
DIA Kit Dependency Matrix

Kits not listed Do Not Require Completing Parts or Kits

If you order this kit from Wholegoods		And the unit is equipped with	Then you also need
735020016 (TR320)	ROAD LIGHTS KIT	Mechanical Controls WITH Standard Features OR Performance Package AND Manual Coupler	Option Harness Kit 47357842 from Service Parts
735020026 (TV380)	ROAD LIGHTS KIT	Mechanical Controls WITH Standard Features OR Performance Package AND Manual Coupler	Option Harness Kit 47357842 from Service Parts
735021006 (TR320)	MULTI-FUNCTION ELECTRICAL MECHANICAL KIT	Mechanical Controls WITH Standard Features OR Performance Package AND Hydraulic Coupler	LH HANDLE 735134006 AND RH HANDLE 735136006 from Wholegoods
735021016 (TV380)	MULTI-FUNCTION ELECTRICAL MECHANICAL KIT	Mechanical Controls WITH Standard Features OR Performance Package AND Hydraulic Coupler	LH HANDLE 735134006 AND RH HANDLE 735136006 from Wholegoods
735125006 (TR320)	MULTI-FUNCTION ELECTRICAL E-H KIT	E-H Controls WITH Standard Features OR Performance Package	LH HANDLE 735126006 AND RH HANDLE 735127006 from Wholegoods
735125016 (TV380)	MULTI-FUNCTION ELECTRICAL E-H KIT	E-H Controls WITH Standard Features OR Performance Package	LH HANDLE 735126006 AND RH HANDLE 735127006 from Wholegoods
735023006	RIDE CONTROL KIT	Mechanical Controls WITH Standard Features ONLY	RH HANDLE 735136006 from Wholegoods
		*with any 2 speed, no additional handle is required	
735024006 (TR320)	HYDRAULIC COUPLER KIT	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts
735024016 (TV380)	HYDRAULIC COUPLER KIT	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts
735025036 (TR320)	HIGH FLOW AUXILIARY KIT <i>Tier 3 Use - S/N NCM440596 and Prior</i>	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts
735025056 (TR320)	HIGH FLOW AUXILIARY KIT <i>Tier 4 Use - S/N NCM440597 and After</i>	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts

**TR320 - TV380 - T4
DIA Kit Dependency Matrix**

Kits not listed Do Not Require Completing Parts or Kits

If you order this kit from Wholegoods		And the unit is equipped with	Then you also need
735025026 (TV380)	HIGH FLOW AUXILIARY KIT Tier 3 Use S/N NCM450856 and Prior	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts
735025066 (TV380)	HIGH FLOW AUXILIARY KIT Tier 4 Use S/N NCM450857 and After	Mechanical Controls WITH Standard Features OR Performance Package	Option Harness Kit 47357842 from Service Parts
735027036 (TR320)	SECOND HYDRAULIC FRONT AUXILIARY KIT	Mechanical Controls WITH Standard Features OR Performance Package	2nd Aux LH HANDLE 735135006 from Wholegoods AND Option Harness Kit 47357842 from Service Parts
		Mechanical Controls WITH ANY High Flow Package	2nd Aux LH HANDLE 735135006 from Wholegoods
		E-H Controls WITH ANY Package	2nd Aux LH HANDLE 735132006 from Wholegoods
735027026 (TV380)	SECOND HYDRAULIC FRONT AUXILIARY KIT	Mechanical Controls WITH Standard Features OR Performance Package	2nd Aux LH HANDLE 735135006 from Wholegoods AND Option Harness Kit 47357842 from Service Parts
		Mechanical Controls WITH ANY High Flow Package	2nd Aux LH HANDLE 735135006 from Wholegoods
		E-H Controls WITH ANY Package	2nd Aux LH HANDLE 735132006 from Wholegoods

If ordering multiple option kits, only one chassis option harness or cab harness is needed and any hardware/options already installed will not need to be ordered

Harnesses need extra attention to ensure connecting harnesses will link up with desired kit, please select harness which is newer to, or prior to implementation machine serial number as needed.

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

Factory Supplied Attachments

Order Code	Description	Weight	Factory Data	List Price
Basic Attachments				
735030006	Demo Rear Door Kit	32 LB		\$330.00
735006006	Beacon Kit	1 LB		\$165.00
735007006	4-Corner LED Strobe Kit	24 LB		\$536.00
735010106	Heater Box Kit For use with Tier 3 and Tier 4. Main heater assembly only - needs Duct Kit and Heater Install Kit Must order applicable harness. Reference dependency matrix.	86 LB		\$600.00
735010076	Heater Kit For use with TIER 3 S/N NCM440596 (TR320) and NCM450856 (TV380) and Prior models ONLY. Ending June 2012 Production. Available through Wholegoods until inventory is exhausted. Once inventory is exhausted order Heater Kit (735010106), Duct Kit, and Heater Install Kit. Must order applicable harness. Reference dependency matrix.	122 LB		\$1,472.00
735009086	Heater and Air Conditioner Box Kit For use with Tier 3 and Tier 4. Main heater and air conditioner assembly only - needs Duct Kit, HVAC Install Kit, and HVAC Bracket Kit Must order applicable harness. Reference dependency matrix.	86 LB		\$950.00
735009056	Heater and Air Conditioner Kit For use with TIER 3 S/N NCM440596 (TR320) and NCM450856 (TV380) and Prior models ONLY. Ending June 2012 Production Available through Wholegoods until inventory is exhausted. Once inventory is exhausted order Heater and Air Conditioner Kit (735009086), Duct Kit, HVAC Install Kit, and HVAC bracket Kit. Must order applicable harness. Reference dependency matrix.	154 LB		\$3,162.00
735143006	Duct Kit Duct work kit for heater OR HVAC assemblies	50 LB		\$434.00
735144026	Heater Install Kit (F5C) Hose kit for main heater assembly only For use with Tier 4 models ONLY.	16 LB		\$440.00
735144016	Heater Install Kit (F5C) Hose kit for main heater assembly only For use with Tier 3 models ONLY.	25 LB		\$440.00
735145026	HVAC Install Kit (F5C) Hose kit for main HVAC assembly only	107 LB		\$1,777.00
735147006	HVAC Bracket HVAC bracket for main HVAC assembly only For use with new hood design For use with TR320 models built after July 2012	4 LB		\$57.00
735147026	HVAC Bracket HVAC bracket for main HVAC assembly only For use with new hood design For use with TV380 models built after July 2012	5 LB		\$57.00
735146006	Three Point Seat Belt	2 LB		\$250.00
735011006	Glass Front Door Kit Requires three point seat belt. Must order applicable harness. Reference dependency matrix.	221 LB		\$1,545.00

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

	735012006	Demo Front Door Kit Requires three point seat belt. Must order applicable harness. Reference dependency matrix.	233 LB		\$2,796.00
	735013006	Cab Side Windows Kit	139 LB		\$927.00
	735016006	Radio Kit Must order applicable harness. Reference dependency matrix.	16 LB		\$443.00
	735150006	Open Cab Interior Trim Kit For use with Open Cab. Covers interior sides and rear.	42 LB		\$399.00
	735020016	Road Light Kit For use with TR320 Must order applicable harness. Reference dependency matrix.	18 LB		\$649.00
	735020026	Road Light Kit For use with TV380 Must order applicable harness. Reference dependency matrix.	19 LB		\$649.00
	735124006	Side Lamp Kit	6 LB		\$272.00
	735021006	Multi-Function Front Electrical Mech Kit For use with TR320 Must order applicable handle. Reference dependency matrix.	3 LB		\$294.00
	735021016	Multi-Function Front Electrical Mech Kit For use with TV380 Must order applicable handle. Reference dependency matrix.	4 LB		\$294.00
	735125006	Multi-Function Front Electrical E-H Kit For use with TR320 Must order applicable handle. Reference dependency matrix.	3 LB		\$294.00
	735125016	Multi-Function Front Electrical E-H Kit For use with TV380 Must order applicable handle. Reference dependency matrix.	4 LB		\$294.00
	735022046	One Way Self Level Kit For use with TR320	15 LB		\$520.00
	735022016	One Way Self Level Kit For use with TV380	14 LB		\$520.00
	735023006	Ride Control Kit Must order applicable handle. Reference dependency matrix.	33 LB		\$515.00
	735024006	Hydraulic Coupler Kit For use with TR320 Must order applicable harness. Reference dependency matrix.	81 LB		\$1,324.00
	735024016	Hydraulic Coupler Kit For use with TV380 Must order applicable harness. Reference dependency matrix.	79 LB		\$1,324.00
	735025056	High Flow Auxiliary Kit For use with TR320 TIER 4 S/N NCM440597 and after models ONLY. Beginning July 2012 Production. Must order applicable harness. Reference dependency matrix.	185 LB		\$2,699.00
	735025066	High Flow Auxiliary Kit For use with TV380 TIER 4 S/N NCM450857 and after models ONLY. Beginning July 2012 Production. Must order applicable harness. Reference dependency matrix.	185 LB		\$2,699.00
	735025026	High Flow Auxiliary Kit For use with TV380 TIER 3 S/N NCM450856 and Prior models ONLY. Ending June 2012 Production. Must order applicable harness. Reference dependency matrix.	521 LB		\$2,699.00

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

	735025036	High Flow Auxiliary Kit For use with TR320 TIER 3 S/N NCM440596 and Prior models ONLY. Ending June 2012 Production. Must order applicable harness. Reference dependency matrix.	462 LB		\$2,699.00
	735027026	Second Hydraulic Front Auxiliary Kit For use with TV380 Must order applicable handle. Reference dependency matrix.	80 LB		\$1,103.00
	735027036	Second Hydraulic Front Auxiliary Kit For use with TR320 Must order applicable handle. Reference dependency matrix.	84 LB		\$1,103.00
	735036026	4-Point Lift Hook Kit	10 LB		\$238.00
	735037006	Single Point Lift Hook Kit For use with TR320	289 LB		\$1,102.00
	735037046	Single Point Lift Hook Kit For use with TV380	269 LB		\$1,102.00
	735038006	FOPS Level 2 Modification Kit	61 LB		\$368.00
	735039036	Extra Counterweight Kit	659 LB		\$1,251.00
	735040066	Aspirator Kit For use with TV380 TIER 4 S/N NCM450857 and after models ONLY. Beginning July 2012 Production.	14 LB		\$340.00
	735040076	Aspirator Kit For use with TR320 TIER 4 S/N NCM440597 and after models ONLY. Beginning July 2012 Production.	14 LB		\$340.00
	735040036	Aspirator Kit For use with TV380 TIER 3 S/N NCM450856 and Prior models ONLY. Ending June 2012 Production.	13 LB		\$340.00
	735040056	Aspirator Kit For use with TR320 TIER 3 S/N NCM440596 and Prior models ONLY. Ending June 2012 Production.	9 LB		\$340.00
	735042006	Interior Mirror Kit	4 LB		\$62.00
	735045036	Foot Control Kit (Servo Large Frame) For use with Tier 3 models ONLY.	60 LB		\$736.00
	735045076	Foot Control Kit (Servo Large Frame) For use with Tier 4 models ONLY.	60 LB		\$736.00
	735047006	120V Block Heater Kit	6 LB		\$221.00
	735048006	220V Block Heater Kit	6 LB		\$221.00
	735142006	Cylinder Guard Kit	21 LB		\$792.00
	735151046	Debris Seal Kit Reduces debris ingress to engine compartment and chassis For use with TR320 models built after July 2012	22 LB		\$253.00
	735151066	Debris Seal Kit Reduces debris ingress to engine compartment and chassis For use with TV380 models built after July 2012	17 LB		\$283.00
	735152036	New Hood with Debris Seal Kit Contains new hood and additional sealing items Reduces debris ingress to engine compartment and chassis For use with TR320 models built after July 2012	79 LB		\$749.00
	735152056	New Hood with Debris Seal Kit Contains new hood and additional sealing items Reduces debris ingress to engine compartment and chassis For use with TV380 models built after July 2012	96 LB		\$901.00

**TR320 & TV380 T4A COMPACT TRACK LOADERS
US PRICE LIST**

(Ex Works Wichita, KS)

Handles

	735134006	LH Mechanical Handle Kit (NO 2nd Aux) Adds Front Electric.	1 LB		\$191.00
	735135006	LH Mechanical Handle Kit (WITH 2nd Aux) Adds Second Auxiliary with Front Electric.	1 LB		\$191.00
	735136006	RH Mechanical Handle Kit Adds Front Electric.	2 LB		\$191.00
	735126006	LH EH Handle Kit (NO 2nd Aux) Adds Front Electric.	1 LB		\$191.00
	735127006	RH EH Handle Kit Adds Front Electric.	1 LB		\$191.00
	735132006	LH EH Handle Kit (WITH 2nd Aux) Adds Second Auxiliary with Front Electric.	1 LB		\$191.00

Pallet Fork

	735075006	Pallet Fork Frame w/48" Tines	473 LB		\$1,303.00
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Dirt & Foundry Bucket

	735056016	78" Dirt & Foundry Bucket (1981 mm), 18.4 cu. ft. Heaped Capacity	429 LB		\$1,112.00
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Low Profile Extended Bucket

	735063016	78" Low Profile Extended Bucket (1981 mm), 18.6 cu. ft. Heaped Capacity	531 LB		\$1,164.00
	735064016	84" Low Profile Extended Bucket (2134 mm), 20.2 cu. ft. Heaped Capacity	607 LB		\$1,257.00

Light Material Bucket

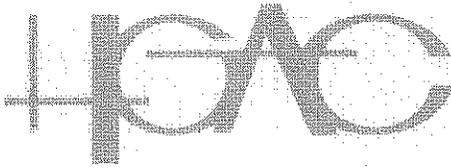
	735067016	84" Light Material Bucket (2134 mm), 27.9 cu. ft. Heaped Capacity	532 LB		\$1,051.00
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Manure & Slurry Bucket

	735070016	84" Manure-Slurry Bucket (2134 mm), 22.5 cu. ft. Heaped Capacity	535 LB		\$1,066.00
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Heavy Duty Dirt Bucket

	735073016	78" Heavy Duty Dirt Bucket (1981 mm), 15.9 cu. ft. Heaped Capacity	526 LB		\$1,442.00
	735074016	84" Heavy Duty Dirt Bucket (2134 mm), 19.4 cu. ft. Heaped Capacity	550 LB		\$1,550.00



HOUSTON-GALVESTON AREA COUNCIL

June 27, 2012

Charlie Plouse, Territory Account Manager
Rush Truck Centers of Texas, L.P.
10200 N. Loop East
Houston, TX 77029

Dear Mr. Plouse:

RE: CONTRACT NO. HT11-12 FOR THE SUPPLY OF MEDIUM AND HEAVY TRUCKS & TRUCK BODIES

Enclosed is the completely executed contract for HT11-12 "Medium and Heavy Trucks & Truck Bodies for your files. Please be advised that your vendor number is #0048 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require any further information concerning this contract please call me at 713-993-2446.

Sincerely,

Veronica Johnson

Veronica Johnson, CTP
Contract Specialist
H-GAC Cooperative Purchasing Program

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3454 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Rush Truck Centers of Texas, L.P.
Houston, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3335 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Rush Truck Centers of Texas, L.P. hereinafter referred to as the CONTRACTOR, having its principal place of business at 10200 North Loop East, Houston, Texas 77029.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Medium and Heavy Trucks & Truck Bodies Contract to become effective as of June 1, 2012, and to continue through May 31, 2014 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Medium and Heavy Trucks & Truck Bodies offered by the CONTRACTOR. The CONTRACTOR agrees to sell Medium and Heavy Trucks & Truck Bodies through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: HT11-12, including any relevant addendums
4. CONTRACTOR's Response to Bid No: HT11-12, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closure and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example: a manufacturer's bid concessions], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify:

H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profit or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of this Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

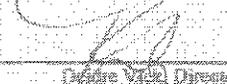
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:


Executive Director

Signed for Houston-Galveston
Area Council, Houston, Texas:


Deputy Vice Director of Public Services

Signed for Bush Truck Centers of Texas, L.P.
Houston, Texas:

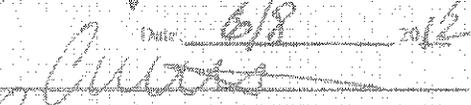
June 21, 2012


Printed Name & Title:

Charles Spence, Director/Project Manager

Date: 6/8/12

Signed for Bush Truck Centers of Texas, L.P.
Houston, Texas:



Printed Name & Title:

Carrie Walters, Assistant

Date: 6/8/12

Attachment-A
Contract No. HT11-12
"Medium and Heavy Trucks & Truck Bodies"
Vendor: Rush Truck Centers of Texas, LP

Applicable contract items are the base unit (Form-D) items listed in the table below. These are complete, legal, turn-key chassis, equipped with EPA 2010 compliant engines, inclusive of any applicable emission surcharges, inclusive of standard manufacturer-to-dealer freight, and requiring no additional components to render them as such. As per the HT11-12 specification requirements, the standard features for each Form-D line item below are those found in HGAC's document, "Standard Features", as referenced on the original HT11-12 bid document and as listed on this HGAC web site link:

<http://www.hgacbay.org/bids/ht11-12-features.aspx>

Additionally, this award includes Offeror's chassis manufacturer options and body options included in Offeror's bid submital.

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Hino (1)	H1	23E, Conv. Cab, SRA	Rush TC	\$44,722
Hino (1)	H2	258LP, Conv. Cab, SRA	Rush TC	\$47,881
Hino (1)	H3	26B, Conv. Cab, SRA	Rush TC	\$47,393
Hino (1)	H4	33B, Conv. Cab, SRA	Rush TC	\$31,074

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Izuzu (1)	J1	NPR-HD Conv. Cab, SRA, Cab, 2-Door	Rush TC	\$27,330
Izuzu (1)	J2	NPR-HD Conv. Cab, SRA, Diesel, 2-Door	Rush TC	\$34,419
Izuzu (1)	J3	NOR Conv. Cab, SRA, 2-Door	Rush TC	\$37,845
Izuzu (1)	J4	NIR Conv. Cab, SRA, 2-Door	Rush TC	\$39,066

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
UD (1)	N1	1800 (B) COE, SRA	Rush TC	\$45,245
UD (1)	N2	2000 (B) COE, SRA	Rush TC	\$45,715
UD (1)	N3	2300DH (D) COE, SRA	Rush TC	\$49,720
UD (1)	N4	2300LP (L) Low Profile, COE, SRA	Rush TC	\$49,720
UD (1)	N5	2600 (B) COE, SRA	Rush TC	\$52,315
UD (1)	N6	2600LP (E) Low Profile, COE, SRA	Rush TC	\$52,315
UD (1)	N7	3300 (E) Low Profile, COE, SRA	Rush TC	\$58,020

(E) Hino and UD: standard factory-to-dealer freight and engine surcharges listed with submitted options; Izuzu: standard factory-to-dealer freight listed with submitted options.

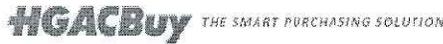
MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Peterbilt	M1	325 Conv. Cab, SFFA, SRA	Rush TC	\$66,369
Peterbilt	M2	330 Conv. Cab, SFFA, SRA	Rush TC	\$72,078
Peterbilt	M3	337 Conv. Cab, SFFA, SRA	Rush TC	\$78,904
Peterbilt	M4	348 Conv. Cab, SFFA, SRA	Rush TC	\$85,386
Peterbilt	M5	348 Conv. Cab, SFFA, TRA	Rush TC	\$92,874
Peterbilt	M6	382 Conv. Cab, SFFA, TRA	Rush TC	\$100,482
Peterbilt	M7	365 Conv. Cab, SFFA, SRA	Rush TC	\$99,351
Peterbilt	M8	365 Conv. Cab, SFFA, TRA	Rush TC	\$109,071
Peterbilt	M9	367 Conv. Cab, SFFA, TRA	Rush TC	\$112,094
Peterbilt	M10	384 Conv. Cab, SFFA, TRA	Rush TC	\$106,730
Peterbilt	M11	386 Conv. Cab, SBFA, TRA	Rush TC	\$112,887
Peterbilt	M12	389 Conv. Cab, SBFA, SRA	Rush TC	\$116,978
Peterbilt	M13	389 Conv. Cab, SBFA, TRA	Rush TC	\$122,361
Peterbilt	M14	320 COE, SRA	Rush TC	\$120,762
Peterbilt	M15	320 COE, TRA	Rush TC	\$147,125

Attachment-A
 Contract No. HT11-12
 "Medium and Heavy Trucks & Truck Bodies"
 Vendor: Rush Truck Centers of Texas, LP
 (Diesel Emission Retrofits)

Applicable contract items are the base unit (Form-D) items listed in the table below.

MEGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	BASE PRICE
Purifilter/Passive Diesel Particulate Filters (1994-2003 HD Highway Engines) -- exhaust temperature duty-cycle requirement; does not include EGR engines (Displacement ranges shown below are approximate. Certain engines and/or applications may require a different model Purifilter Diesel Particulate Filter)			
Engine Control Systems	QB01	Model SC13: Purifilter Diesel Particulate Filter; application: displacements of 5.5L - 6.7L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$7,423
Engine Control Systems	QB02	Model SC17: Purifilter-Diesel Particulate Filter; application: displacements of 6.8L - 8.7L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$7,939
Engine Control Systems	QB03	Model SC20: Purifilter-Diesel Particulate Filter; application: displacements of 8.8L - 11.1L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$8,738
Engine Control Systems	QB04	Model SC23: Purifilter-Diesel Particulate Filter; application: displacements of 8.8L - 13L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$9,781
Engine Control Systems	QB05	Model SC28: Purifilter-Diesel Particulate Filter; application: displacements of 12.7L - 16L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$11,958
Purifilter Plus (Hybrid) Diesel Particulate Filters (1994 - 2006 HD Highway Engines) -- no exhaust temperature duty-cycle requirement; does include certain EGR engines (Displacement ranges shown below are approximate. Certain engines and/or applications may require a different model Purifilter Plus Diesel Particulate Filter)			
Engine Control Systems	QB06	Model SCP13: Purifilter Plus - Diesel Particulate Filter; application: displacements of 5.5L - 6.7L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$10,475
Engine Control Systems	QB07	Model SCP17: Purifilter Plus - Diesel Particulate Filter; application: displacements of 6.8L - 8.7L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$11,353
Engine Control Systems	QB08	Model SCP20: Purifilter Plus - Diesel Particulate Filter; application: displacements of 8.8L - 11.1L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$12,192
Engine Control Systems	QB09	Model SCP23: Purifilter Plus - Diesel Particulate Filter; application: displacements of 8.8L - 13L (90% PM, 75% CO, 85% HC reduction); requires back pressure monitor	\$13,677
Purimuffler Diesel Oxidation Catalyst (Integrated Converter-Muffler DOC) (Displacement ranges shown below are approximate. Certain engines and/or applications may require a different model Diesel Oxidation Catalyst)			
Engine Control Systems	QB15	Model A228 with integrated converter-muffler (Cummins/International Medium HD engines; 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 4.8L - 6.6L (40% PM, 40% CO, 70% HC reduction)	\$1,206
Engine Control Systems	QB16	Model A229 with integrated converter-muffler (Cummins/International Medium HD engines; 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 6.7L - 8.7L (40% PM, 40% CO, 70% HC reduction)	\$1,342
Engine Control Systems	QB17	Model A230 with integrated converter-muffler (Cummins/International Medium HD engines; 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 8.8L - 11.1L (40% PM, 40% CO, 70% HC reduction)	\$1,636

Engine Control Systems	QB18	Model A231 with integrated converter-muffler (Cummins/International Medium HD engines, 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 10L - 14L (40% PM, 40% CO, 70% HC reduction)	\$2,466
Engine Control Systems	QB19	Model A233 with integrated converter-muffler (Cummins Heavy HD engines, 1991-1993); DOC for low sulfur diesel fuel; application: displacements of 12.5L - 16L (33% PM, 40% CO, 70% HC reduction)	\$3,136
Purifier Diesel Oxidation Catalyst (Inline Converter DOC) (Displacement ranges shown below are approximate. Certain engines and/or applications may require a different model Diesel Oxidation Catalyst)			
Engine Control Systems	QB26	Model A228 with inline converter (Cummins/International Medium HD engines, 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 4.5L - 6.6L (40% PM, 40% CO, 70% HC reduction)	\$1,162
Engine Control Systems	QB27	Model A229 with inline converter (Cummins/International Medium HD engines, 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 6.7L - 8.7L (40% PM, 40% CO, 70% HC reduction)	\$1,313
Engine Control Systems	QB28	Model A230 with inline converter (Cummins/International Medium HD engines, 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 8.8L - 11.1L (40% PM, 40% CO, 70% HC reduction)	\$1,593
Engine Control Systems	QB29	Model A231 with inline converter (Cummins/International Medium HD engines, 1991-2003); DOC for low sulfur diesel fuel; application: displacements of 10L - 14L (40% PM, 40% CO, 70% HC reduction)	\$2,270
Engine Control Systems	QB30	Model A233 with inline converter (Cummins Heavy HD engines, 1991-1993); DOC for low sulfur diesel fuel; application: displacements of 12.5L - 16L (33% PM, 40% CO, 70% HC reduction)	\$3,158



LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUNDS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY
COOPERATIVE ENERGY PURCHASING							

You are here: Home > Medium & Heavy Trucks & Truck Bodies

GENERAL PURPOSE & EMERGENCY VEHICLES

MEDIUM & HEAVY TRUCKS & TRUCK BODIES

Contract No.: HT11-12

Effective Date: June 1, 2012 to May 31, 2014

These are complete, legal, turn-key chassis, equipped with EPA 2010 threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, [as viewed on this link](#):

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contact.

- [ALF-Condor](#)
- [Autocar](#)
- [Caterpillar](#)
- [Ram \(formerly Dodge\)](#)
- [Ford](#)
- [Freightliner](#)
- [GM](#)
- [Hino \(f\) Toyota](#)
- [International](#)
- [Isuzu \(f\)](#)
- [Kenworth](#)
- [Mack](#)
- [Peterbilt](#)
- [UD](#)
- [Volvo](#)
- [Western Star](#)
- [Engine Control Systems](#)

RE: Truck Bodies: various truck bodies (e.g. aerials, dump bodies, wrecker bodies, servicebodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

Truck Body Summary Table

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ALF-Condor

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
ALF-Condor	A1	830S Low Cab Forward COE, TRA	Waco Freightliner	\$108,589
ALF-Condor	A2	880S Low Cab Forward COE, TRA	Waco Freightliner	\$108,989

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Autocar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Autocar	B1	ACX42 LOW COE, SRA	Chastang Ford	\$111,107
Autocar	B2	ACX64 LOW COE, SRA	Chastang Ford	\$111,894

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Caterpillar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Caterpillar	C1	CT660S-STA, Conv. Cab, TRA, 116" BBC	Holt Cat	\$101,525
Caterpillar	C2	CT660L-LTA, Conv. Cab, TRA, 122" BBC	Holt Cat	\$108,511

H-GAC CONTACTS

- **Loleta Joiner**
(P): 713-993-2486
(F): 713-993-4548
loleta.joiner@h-gac.com

VENDOR CONTACTS

- **Chastang Enterprises dba Chastang Ford**
Ed Miller
(P): 713-678-5007
(F): 713-678-5001
[Click here for Email](#)
- **Cleveland Mack Sales, Inc. dba Performance Truck**
Joey Jasinski
(P): 713-844-7169
(F): 713-844-7222
[Click here for Email](#)
- **Dallas Dodge Chrysler Jeep**
Bert Stull
(P): 214-319-1289
(F): 214-319-1306
[Click here for Email](#)
- **East Texas mack Sales, LLC**
David Carroum
(P): 214-232-6669
(F): 214-630-2755
[Click here for Email](#)
- **French Ellison Truck Center**
Jason Mims
(P): 210-228-2028
(F): 210-662-5999
[Click here for Email](#)
- **Grande Truck Center**
Rocky Shoffstall
(P): 210-666-7112
(F): 210-666-7216
[Click here for Email](#)
- **Holt Texas, Ltd. dba Holt CAT**
Mark Mims
(P): 210-648-1111
(F): 210-648-0079
[Click here for Email](#)
- **Houston Freightliner-Western Star**
Michael McCarthy
(P): 713-580-8122
(F): 713-676-1603
[Click here for Email](#)
- **Philpott Motors, Ltd.**
Richard Hyder
(P): 409-853-3440
(F): 409-724-0886
[Click here for Email](#)
- **Ron Carter Automotive**
Gary Bogusz
(P): 281-388-8406
(F): 281-388-0953
[Click here for Email](#)
- **Rush Truck Centers of Texas, L.P.**
Charles Plouse
(P): 713-495-6304
(F): 713-695-9620
[Click here for Email](#)
- **Santex Truck Centers, Ltd. - HT11-12**
Rick DeNolf
(P): 210-477-2514
(F): 210-661-0226
[Click here for Email](#)
- **Vanguard Truck Center of Austin**
Terry Lancaster

Hino (1) (Toyota)	H3	268, Conv. Cab, SRA	Rush TC	\$47,993
Hino (1) (Toyota)	H4	338, Conv. Cab, SRA	Rush TC	\$51,074

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International

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
International	I1	TerraStar 4x2	Santex TC	\$39,851
International	I2	DuraStar 4300 4x2	Santex TC	\$53,527
International	I3	DuraStar 4300 4x2 LP	Santex TC	\$53,904
International	I4	DuraStar 4300 M7 4x2:	Santex TC	\$50,958
International	I5	DuraStar 4300 M7 4x2 LP	Santex TC	\$51,004
International	I6	DuraStar 4300 M7 4x4	Santex TC	\$70,593
International	I7	DuraStar 4400 4x2	Santex TC	\$58,062
International	I8	DuraStar 4400 4x2 LP	Santex TC	\$58,395
International	I9	DuraStar 4400 6x4	Santex TC	\$64,874
International	I10	WorkStar 7300 4x2	Santex TC	\$53,669
International	I11	WorkStar 7300 4x4	Santex TC	\$73,613
International	I12	WorkStar 7400 4x2	Santex TC	\$58,154
International	I13	WorkStar 7400 4x4	Santex TC	\$77,625
International	I14	WorkStar 7400 6x4	Santex TC	\$63,071
International	I15	WorkStar 7500 4x2	Santex TC	\$62,224
International	I16	WorkStar 7500 4x4	Santex TC	\$82,308
International	I17	WorkStar 7500 6x4	Santex TC	\$66,243
International	I18	WorkStar 7600 4x2	Santex TC	\$77,763
International	I19	WorkStar 7600 6x4	Santex TC	\$81,943
International	I20	PayStar 5500i 6x4	Santex TC	\$92,449
International	I21	PayStar 5600i 6x4	Santex TC	\$91,393
International	I22	PayStar 5900i SBA 6x4	Santex TC	\$89,737
International	I23	PayStar 5900i SBA 124 6X4	Santex TC	\$95,211
International	I24	Transtar 8600 4x2	Santex TC	\$77,453
International	I25	Transtar 8600 6x4	Santex TC	\$81,758
International	I26	ProStar+ 113 6x4	Santex TC	\$87,094
International	I27	ProStar+ 122 6x4	Santex TC	\$89,647
International	I28	ProStar+ 125 6x4	Santex TC	\$92,853

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Isuzu (1)

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Isuzu (1)	J1	NPR-HD Conv. Cab, SRA, Gas, 2-Door	Rush TC	\$27,330
Isuzu (1)	J2	NPR-HD Conv. Cab, SRA, Diesel, 2-Door	Rush TC	\$34,419
Isuzu (1)	J3	NQR Conv. Cab, SRA, 2-Door	Rush TC	\$37,845
Isuzu (1)	J4	NRR Conv. Cab, SRA, 2-Door	Rush TC	\$39,066

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Kenworth

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Kenworth	K1	T300-170 Conv. Cab, SBFA, SRA	Cleveland Mack /Performance Truck	\$57,839
Kenworth	K2	T300-270 Conv. Cab, SBFA, SRA	Cleveland Mack /Performance Truck	\$58,858
Kenworth	K3	T300-370 Conv. Cab, SBFA, SRA		\$58,921

Isuzu Standard Features Bid Invitation #HT11-12

The following descriptions are the Isuzu standard features, as pulled from the Isuzu *I-Spec* dealer quotation database, as of November 2011. Offeror shall price these complete trucks in their entirety, on Form-D, reflecting the entire complement of the base vehicle specification's standard features listed herein, **as well as all normal dealer make-ready and factory-to-dealer destination charges**. Except as ordered by an H-GAC member (e.g. axle upgrade, longer wheelbase, et cetera), the base units described herein and priced on Form-D **shall not require any** additional compulsory components, fees, or services to render them complete, functional, and legal cab-chassis.

H-GAC Product Code: J1 **Model: NPR-HD COE, SRA, Gas, Regular Cab**

2012 Isuzu NPR HD GAS REG (FE104) 109" WB 14500 GVWR IBT PWL (2)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: 6630 lbs
Rear Gross Axle Weight Rating: 9880 lbs
Gross Vehicle Weight Rating: 14500.00 lbs

Technical Specifications

Powertrain

Transmission

Drivetrain Rear Wheel Drive
Trans Order Code MYD
Trans Type 6
Trans Description Cont. Automatic w/OD
Trans Description Cont. Again N/A
First Gear Ratio (:1) 4.03
Second Gear Ratio (:1) 2.36
Third Gear Ratio (:1) 1.53
Fourth Gear Ratio (:1) 1.15
Fifth Gear Ratio (:1) 0.85
Sixth Gear Ratio (:1) 0.67
Reverse Ratio (:1) 3.06
Clutch Size N/A
Trans Power Take Off N/A
Final Drive Axle Ratio (:1) N/A
Transfer Case Model N/A
Transfer Case Power Take Off N/A
Second Reverse Gear Ratio (:1) N/A
Third Reverse Gear Ratio (:1) N/A
Fourth Reverse Gear Ratio (:1) N/A
Fifth Reverse Gear Ratio (:1) N/A
Sixth Reverse Gear Ratio (:1) N/A
Transmission Manufacturer 6L90-E Hydra-Matic
Transmission Type N/A

Engine

Engine Order Code L96
Engine Type Gas V8
Displacement 6.0L/365

Powertrain

Engine

Fuel System SPFI
SAE Net Horsepower @ RPM 297 @ 4300
SAE Net Torque @ RPM 372 @ 4000
Engine Oil Cooler Yes
Governed Engine Speed (RPM) 3075
Engine Series GMPT

Electrical

Cold Cranking Amps @ 0° F (Primary) 750
Cold Cranking Amps @ 0° F (2nd) N/A
Cold Cranking Amps @ 0° F (3rd) N/A
Maximum Alternator Capacity (amps) 145

Cooling System

Total Cooling System Capacity 17.1 qts

Vehicle

Vehicle

Axle Ratio - Low Rear (:1) N/A
As Spec Curb Weight - Front 3264.00 lbs
As Spec Curb Weight - Rear 1828.00 lbs

Chassis

Weight Information

Trim Curb Weight 5092.00 lbs
Standard Weight - Front 0.00 lbs
Standard Weight - Rear 0.00 lbs
Base Trim Weight - Front 3264.00 lbs
Base Trim Weight - Rear 1828.00 lbs
Total Weight 5442.00 lbs
Gross Axle Wt Rating - Front 6630 lbs
Gross Axle Wt Rating - Rear 9880 lbs

Chassis

Weight Information

Curb Weight - Front 3264 lbs
Curb Weight - Rear 1828 lbs
Option Weight - Front 0.00 lbs
Option Weight - Rear 0.00 lbs
Reserve Axle Capacity - Front 3016.00 lbs
Reserve Axle Capacity - Rear 8052.00 lbs
As Spec'd Curb Weight 5092.00 lbs
As Spec'd Payload 9408.00 lbs
Gross Combined Wt Rating 20500 lbs
Cargo Weight 0.00 lbs
Gross Vehicle Weight 5442.00 lbs
Axle Weight 5442.00 lbs
Gross Axle Weight Rating 16510.00 lbs
Curb Weight 5092.00 lbs
Reserve Axle Capacity 11068.00 lbs
Total Option Weight 0.00 lbs
Payload Weight Front 0.00 lbs
Payload Weight Rear 0.00 lbs
Maximum Axle Rating Front 6630.00 lbs
Maximum Axle Rating Rear 9880.00 lbs
Maximum Axle Rating Total 16510.00 lbs
Gross Vehicle Weight Rating 14500.00 lbs
Front PayLoad 350.00 lbs
Rear Payload 0.00 lbs
Total Payload Weight (Cargo + Driver + Body) 350.00 lbs

Frame

Frame Type Ladder
Sect Modulus Rails Only 7.20 in³
Frame RBM 316800

Chassis

Frame

Frame Strength 44000 lbs
Frame Thickness 8.5 X 2.76 X 0.24 in

Suspension

Suspension Type - Front Tapered Leaf
Suspension Type - Rear Multi-Leaf

Spring Capacity - Front 8440 lbs
Spring Capacity - Rear 9880 lbs
Axle Type - Front Reverse I-Beam
Axle Type - Rear Full-Floating
Axle Capacity - Front 6830 lbs
Axle Capacity - Rear 11020 lbs
Axle Ratio (:1) - Front N/A
Axle Ratio (:1) - Rear 5.375
Shock Absorber Diameter - Front 42 mm
Shock Absorber Diameter - Rear 42 mm
Stabilizer Bar Diameter - Front 1.65 in
Stabilizer Bar Diameter - Rear N/A

Tires

Front Tire Order Code XTN/R3M
Rear Tire Order Code YTN/S3M
Spare Tire Order Code N/A
Front Tire Size 225/70R19.5F
Rear Tire Size 225/70R19.5F
Spare Tire Size N/A
Front Tire Capacity 6630 lbs
Rear Tire Capacity 12460 lbs
Spare Tire Capacity N/A
Revolutions/Mile @ 45 mph - Front 643
Revolutions/Mile @ 45 mph - Rear 643

Chassis

Tires

Revolutions/Mile @ 45 mph - Spare N/A
Tire Rating Total 19090.00

Wheels

Front Wheel Size 19.5 x 6 in
Rear Wheel Size 19.5 x 6 in
Spare Wheel Size N/A
Front Wheel Material Steel
Rear Wheel Material Steel
Spare Wheel Material N/A
Front Bolt Pattern 6 Hole JIS 8.75"
Rear Bolt Pattern 6 Hole JIS 8.75"
Spare Bolt Pattern N/A

Steering

Steering Type Power
Steering Ratio (:1), On Center 18.8 - 20.9
Steering Ratio (:1), At Lock 18.8 - 20.9
Turning Diameter - Curb to Curb 33.5 ft
Turning Diameter - Wall to Wall 38.8 ft

Brakes

Brake Type Power
Brake ABS System 4-Wheel
Brake ABS System (Second Line) N/A
Disc - Front (Yes or) Yes
Disc - Rear (Yes or) N/A
Front Brake Rotor Diam x Thickness 14.3 x -TBD- in
Rear Brake Rotor Diam x Thickness N/A
Drum - Front (Yes or) N/A
Front Drum Diam x Width N/A

Chassis

Brakes

Drum - Rear (Yes or) Yes
Rear Drum Diam x Width 12.6 x 4.72 in

Fuel Tank

Fuel Tank Capacity, Approx 30 gal
Aux Fuel Tank Capacity, Approx N/A
Fuel Tank Location In frame rail
Aux Fuel Tank Location N/A

Dimensions

Interior Dimensions

Passenger Capacity 3
Front Head Room 38.4 in

Front Leg Room 29.5 in
Front Shoulder Room 70.7 in
Front Hip Room 67.7 in

Exterior Dimensions

Wheelbase 109.0 in
Length, Overall w/o rear bumper 200.5 in
Width, Max w/o mirrors 81.4 in
Height, Overall 90.9 in
Overhang, Front 48.4 in
Overhang, Rear w/o bumper 43.1 in
Front Bumper to Back of Cab 70.9 in
Cab to Axle 86.5 in
Cab to End of Frame 129.6 in
Ground to Top of Load Floor N/A
Ground to Top of Frame 33.0 in
Frame Width, Rear 33.5 in
Ground Clearance, Front 8.3 in

Dimensions

Exterior Dimensions

Ground Clearance, Rear 8.3 in
Body Length 0.0 ft
Cab to Body 6.5 in
Frontal Area 48.00 ft²

Medium Duty

Medium Duty Performance

Front Axle % 66.41
Rear Axle % 33.59
Driver Weight 350.0 lbs
Front Ground Load 3614.00 lbs
Rear Ground Load 1828.00 lbs
1st gear High Speed (High Axle Gear) 13.25 MPH
2nd gear High Speed (High Axle Gear) 22.62 MPH
3rd gear High Speed (High Axle Gear) 34.89 MPH
4th gear High Speed (High Axle Gear) 46.42 MPH
5th gear High Speed (High Axle Gear) 62.80 MPH
6th gear High Speed (High Axle Gear) 79.68 MPH
1st gear Low Speed (High Axle Gear) 17.23 MPH
2nd gear Low Speed (High Axle Gear) 29.42 MPH
3rd gear Low Speed (High Axle Gear) 45.39 MPH
4th gear Low Speed (High Axle Gear) 60.38 MPH
5th gear Low Speed (High Axle Gear) 81.70 MPH
6th gear Low Speed (High Axle Gear) 103.64 MPH
1st gear High Speed (Low Axle Gear) N/A
2nd gear High Speed (Low Axle Gear) N/A
3rd gear High Speed (Low Axle Gear) N/A
4th gear High Speed (Low Axle Gear) N/A
5th gear High Speed (Low Axle Gear) N/A
6th gear High Speed (Low Axle Gear) N/A

Medium Duty

Medium Duty Performance

1st gear Low Speed (Low Axle Gear) N/A
2nd gear Low Speed (Low Axle Gear) N/A
3rd gear Low Speed (Low Axle Gear) N/A
4th gear Low Speed (Low Axle Gear) N/A
5th gear Low Speed (Low Axle Gear) N/A
6th gear Low Speed (Low Axle Gear) N/A
Reduction 56.32
Torque @ Clutch Engage 260 ft-lbs
Starting Grade Index 60.69
1st Gear Tractive Effort (High Axle Gear) 5388.54
2nd Gear Tractive Effort (High Axle Gear) 3155.57
3rd Gear Tractive Effort (High Axle Gear) 2045.77
4th Gear Tractive Effort (High Axle Gear) 1537.67
5th Gear Tractive Effort (High Axle Gear) 1136.54
6th Gear Tractive Effort (High Axle Gear) 895.86
1st Gear Tractive Effort (Low Axle Gear) N/A
2nd Gear Tractive Effort (Low Axle Gear) N/A

3rd Gear Tractive Effort (Low Axle Gear) N/A
4th Gear Tractive Effort (Low Axle Gear) N/A
5th Gear Tractive Effort (Low Axle Gear) N/A
6th Gear Tractive Effort (Low Axle Gear) N/A
1st Gear Gradeability (High Axle Gear) 51.50
2nd Gear Gradeability (High Axle Gear) 29.51
3rd Gear Gradeability (High Axle Gear) 18.04
4th Gear Gradeability (High Axle Gear) 12.19
5th Gear Gradeability (High Axle Gear) 6.56
6th Gear Gradeability (High Axle Gear) 1.91
1st Gear Gradeability (Low Axle Gear) 39.29
2nd Gear Gradeability (Low Axle Gear) 22.08
3rd Gear Gradeability (Low Axle Gear) 12.62

Medium Duty

Medium Duty Performance

4th Gear Gradeability (Low Axle Gear) 7.29
5th Gear Gradeability (Low Axle Gear) 1.38
6th Gear Gradeability (Low Axle Gear) -4.30
Geared Road Speed 79.68 MPH
Actual Loaded Speed 62.7 MPH In 5th Hi @ 3070
RPM MPH
Grade (%) 2.0
Maximum Speed Gradeability 1.95% @ 3146 RPM @ 78 MPH
Torque Converter 2.60
Maximum Capacity @ 0° F 750.00
% of Body on Front Axle 73.39
% of Body on Rear Axle 26.61
Body Weight Front 0.00 lbs
Body Weight Rear 0.00 lbs
Actual Loaded Speed (First Part, MPH) 62.7 MPH
Actual Loaded Speed (Second Part, RPM) 3070
Actual Loaded Speed (Third Part, Gear) 5
Road Type Concrete
Body Weight 0.0 lbs
Driver Weight Front 350.00 lbs
Driver Weight Rear 0.00 lbs
Medium Duty Body Type None
Front Total Load 3614.00 lbs
Rear Total Load 1828.00 lbs

Weight Distribution

SPECIFICATION SUMMARY

Model # FE104
Truck/Tractor RQ2
Wheelbase (WB) 109.0 in
Cab to Axle (CA) 86.5 in
Cab to Body/Swing Clear (BOC) 6.5 in
Body Length 0.0 ft
Body Weight 0.0 lbs
Cargo Weight 0.00 lbs
Front GAWR 6630 lbs
Rear GAWR 9880 lbs
GVWR 14500.00 lbs
CA: 86.5 in
BOC: 6.5 in
WB: 109.0 in
Fr%: 66.41
Front Wt: 3614.00 lbs
Rr%: 33.59
Rear Wt: 1828.00 lbs
GAWR/GVWR GVW Remaining Payload Wt
14500.00 lbs 5442.00 lbs 9,058.00 lbs

SPECIFICATION DETAILS

Front Axle Rear Axle Total

Actual

Chassis 3264.00 lbs 1828.00 lbs 5092.00 lbs

Body 0.00 lbs 0.00 lbs 0.0 lbs
Payload 0.00 lbs 0.00 lbs 0.00 lbs
Totals 3614.00 lbs 1828.00 lbs 5442.00 lbs
Capacity
Axle 6630 lbs 9880 lbs 16510.00 lbs
Suspension 8440 lbs 9880 lbs 18,320.00 lbs
Tire 6630 lbs 12460 lbs 19090.00
Total Axle Rating 6630.00 lbs 9880.00 lbs 16510.00 lbs

Selected Model and Options

MODEL

CODE MODEL

FE104 2012 Isuzu NPR HD GAS REG 109" WB 14500 GVWR IBT PWL

COLORS

CODE DESCRIPTION

729 Arc White

SEAT TRIM

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

34C Very Dark Pewter, Tricot & Jersey knit
combination cloth seat trim (STD)

0.00 lbs 0.00 lbs

PRIMARY PAINT

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

729 Arc White 0.00 lbs 0.00 lbs

MODEL OPTION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

FE104 Custom/base model -inc: air cond, in rail
fuel tank, pwr windows, pwr door locks

0.00 lbs 0.00 lbs

WHEELBASE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

IA8 Wheelbase, 109" (276.9 cm) includes
ladder type channel frame. Full C

section straight frame 33.5 inches (85.1

cm) wide. Yield strength 44,000 psi,

section modulus 7.20 cu.in. and RBM

316,800 lb-ft/in per rail. (STD)

0.00 lbs 0.00 lbs

AXLE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

IC6 Rear axle ratio, 5.375:1 (STD) 0.00 lbs 0.00 lbs

ENGINE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

L96 Gas Engine, GMPT-V8 8 cylinder V

block, four cycle overhead valve water

cooled Vortec 6 liter SFI V8 297 HP

gross @ 4300 RPM; 372 lb-ft gross

torque @ 4000 RPM. Electronically controlled sequential port fuel injection. Six bolt main cap design for heavy duty performance. Engine Control Module (ECM) and Transmission Control Module (TCM) engine control system. Engine cruise control, engine oil cooler. (STD)

0.00 lbs 0.00 lbs

TRANSMISSION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

MYD Transmission, Automatic, 6L90-E Hydra-Matic, 6-speed with lock-up converter, overdrive. Ratios: Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1 (STD)

0.00 lbs 0.00 lbs

VEHICLE APPLICATION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

FRONT TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

XTN/R3M Front tires, 225/70R19.5F (14 ply) tubeless radial, all season (STD)

0.00 lbs 0.00 lbs

EMISSIONS

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

REAR TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YTN/S3M Rear tires, 225/70R19.5F (14 ply) tubeless radial, all season (STD)

0.00 lbs 0.00 lbs

PAINT SCHEME

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Options Total 0.00 lbs 0.00 lbs

As Specified Curb Weight 3264.00 lbs 1828.00 lbs

Standard Equipment

MECHANICAL

Truck Application

GVWR, 14,500 lbs (6577 kg) capacity

Gas Engine, GMPT-V8 8 cylinder V block, four cycle overhead valve water cooled Vortec 6 liter SFI V8 297 HP gross @ 4300 RPM; 372 lb-ft gross torque @ 4000 RPM. Electronically controlled sequential port fuel injection. Six bolt main cap design for heavy duty performance. Engine Control Module (ECM) and Transmission Control Module (TCM) engine control system. Engine cruise control, engine oil cooler.

Air Cleaner, 11 in. diameter dry paper single element. Air cleaner canister standard with air restriction gauge.
Transmission, Automatic, 6L90-E Hydra-Matic, 6-speed automatic with lock-up converter and overdrive. Ratios:
Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1
Rear wheel drive
Battery, Single Delco 12-V maintenance free 750 CCA frame mounted battery box
Alternator, 145 Amp. output with integral regulator
Front GAWR, 6630 lbs capacity
Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Ratio
18.8-20.9:1
Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical steel alloy tapered leaf springs. Includes shock
absorbers and stabilizer bar.
Rear GAWR, 9880 lbs (4481 kg) capacity
Rear Axle, R040, Full-floating single-speed, 11,020 lbs. (4999 kg) capacity with oil lubricated rear wheel
bearings
Rear Axle Ratio, 5.375:1
Rear Suspension, 9880 lbs. (4481 kg) capacity. Semi-elliptical steel alloy multi-leaf springs. Includes shock
absorbers.
Wheelbase, 109" (276.9 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1
cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.
Front/Rear Wheels, 19.5" x 6", 6-hole disc, painted white
Front/Rear Tires, 225/70R19.5F (14 ply) tubeless Radial, all season
Brake System, Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and
self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi
metallic linings are standard. 4 channel anti-lock brake system.
Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail with electric type fuel pump
(mounted in tank). Through the rail fuel fill
Exhaust System, Single horizontal aluminized steel with catalytic converter and oxygen sensor devices

EXTERIOR

Paint Scheme, Solid

EXTERIOR

Color, Arc White

Hexapod cab

Daytime running lamps

Windows, Tinted glass

Mirrors, Dual cab mounted exterior with integral convex mirror

Windshield Wipers, Intermittent wet-arm

INTERIOR

AM/FM CD stereo radio

Tricot and jersey knit combination cloth covered reclining highback driver seat with single two occupant fold
down passenger seat with tray backs

Floor mats

RH dash washer bottle service access

Tilt and telescoping steering column

Pwr windows & door locks

Cruise control

Air Conditioning, Integral in dash mounted

Cup holders

Door storage pockets

Overhead storage shelf

Dome light

Seatback pockets

SAFETY

4-channel anti-lock brake system (ABS)

Daytime running lamps

EBD (Electronic Brake Distribution)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 75,000

Corrosion Years: 4

Corrosion Miles/km: Unlimited

Frame Rail Years: 3

Frame Rail Miles/km: 36,000

Frame Rail Note: 3 Years to 5 Years/Unlimited Miles Parts and Labor have a 50% charge

Emissions Years (Short Term California): 3

Emissions Years (Long Term California): 7
Emissions Years: 5
Emissions Miles/km (Short Term California): 50,000
Emissions Miles/km (Long Term California): 70,000
Emissions Miles/km: 50,000

Geared Road Speed

SPECIFICATION SUMMARY

Model # FE104

Engine Order Code L96

Model Manufacturer GMPT

Type Gas V8

Displacement 6.0L/365

Horsepower 297 @ 4300

Starting Torque 260 ft-lbs

Transmission Order Code MYD

Model Manufacturer 6L90-E Hydra-Matic

Type 6-Speed Automatic w/OD

Rear Axle Order Code

Model Manufacturer N/A

Weight Rating 9880 lbs

Ratio:1 5.375

Rear Tires 225/70R19.5F

Revolutions/Mile Front 643

Revolutions/Mile Rear 643

Surface Type Concrete

Desired Grade 2%

Geared Road Speed

79.68 MPH

128.23 KPH 3075 RPM

Actual Loaded Speed

62.7 MPH

100.91 KPH 3070 RPM

0% Grade in 5th gear 2% Grade in 5th gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

Gradeability Chart

SPECIFICATION SUMMARY

Model # FE104

Engine Order Code L96

Model Manufacturer GMPT

Type Gas V8

Displacement 6.0L/365

Horsepower 297 @ 4300

Starting Torque 260 ft-lbs

Transmission Order Code MYD

Model Manufacturer 6L90-E Hydra-Matic

Type 6-Speed Automatic w/OD

Rear Axle Order Code

Model Manufacturer N/A

Weight Rating 9880 lbs

Ratio:1 5.375

Rear Tires 225/70R19.5F

Revolutions/Mile Front 643

Revolutions/Mile Rear 643

Surface Type Concrete

Desired Grade 2%

Turning Circle

SPECIFICATION SUMMARY

Model # FE104

Front Axle Order Code

Capacity (lbs) 6830 lbs

Wheelbase Order Code IA8

Wheelbase (in) 109.0 in

Front Wheel Order Code

Size/Type (in) 19.5 x 6 in

Front Tire Order Code XTN/R3M

Size/Type 225/70R19.5F

Wall to Wall (ft): 38.8 ft

Wall to Wall diameter is measured from the outermost part of the cab.

Curb to Curb (ft): 33.5 ft

Curb to Curb diameter is measured from the outside of the front tire.

H-GAC Product Code: J2

Model: NPR-HD COE, SRA, Diesel, Regular Cab

2012 Isuzu NPR HD DSL REG AT (NF104) 109" WB WHITE CAB IBT PWL (4)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: 5360 lbs
Rear Gross Axle Weight Rating: 9880 lbs
Gross Vehicle Weight Rating: 14500.00 lbs

Technical Specifications

Powertrain

Transmission

Drivetrain Rear Wheel Drive
Trans Order Code IR7
Trans Type 6
Trans Description Cont. Automatic w/OD
Trans Description Cont. Again N/A
First Gear Ratio (:1) 3.742
Second Gear Ratio (:1) 2.003
Third Gear Ratio (:1) 1.343
Fourth Gear Ratio (:1) 1.000
Fifth Gear Ratio (:1) 0.773
Sixth Gear Ratio (:1) 0.634
Reverse Ratio (:1) 3.539
Clutch Size N/A
Trans Power Take Off N/A
Final Drive Axle Ratio (:1) N/A
Transfer Case Model N/A
Transfer Case Power Take Off N/A
Second Reverse Gear Ratio (:1) N/A
Third Reverse Gear Ratio (:1) N/A
Fourth Reverse Gear Ratio (:1) N/A
Fifth Reverse Gear Ratio (:1) N/A
Sixth Reverse Gear Ratio (:1) N/A
Transmission Manufacturer Aisin A465
Transmission Type N/A

Engine

Engine Order Code I1B
Engine Type Diesel I-4
Displacement 5.19L/317

Powertrain

Engine

Fuel System Turbocharged DI
SAE Net Horsepower @ RPM 215 @ 2550
SAE Net Torque @ RPM 452 @ 1850
Engine Oil Cooler N/A
Governed Engine Speed (RPM) 2600
Engine Series 4HK1-TC

Electrical

Cold Cranking Amps @ 0° F (Primary) 750
Cold Cranking Amps @ 0° F (2nd) 750
Cold Cranking Amps @ 0° F (3rd) N/A
Maximum Alternator Capacity (amps) 110

Cooling System

Total Cooling System Capacity 19.0 qts

Vehicle

Vehicle

Axle Ratio - Low Rear (:1) N/A
As Spec Curb Weight - Front 3884.00 lbs
As Spec Curb Weight - Rear 2172.00 lbs

Chassis**Weight Information**

Trim Curb Weight 6056.00 lbs
Standard Weight - Front 4.00 lbs
Standard Weight - Rear 0.00 lbs
Base Trim Weight - Front 3884.00 lbs
Base Trim Weight - Rear 2172.00 lbs
Total Weight 6406.00 lbs
Gross Axle Wt Rating - Front 5360 lbs
Gross Axle Wt Rating - Rear 9880 lbs

Chassis**Weight Information**

Curb Weight - Front 3880 lbs
Curb Weight - Rear 2172 lbs
Option Weight - Front 0.00 lbs
Option Weight - Rear 0.00 lbs
Reserve Axle Capacity - Front 1126.00 lbs
Reserve Axle Capacity - Rear 7708.00 lbs
As Spec'd Curb Weight 6056.00 lbs
As Spec'd Payload 8444.00 lbs
Gross Combined Wt Rating 20500 lbs
Cargo Weight 0.00 lbs
Gross Vehicle Weight 6406.00 lbs
Axle Weight 6406.00 lbs
Gross Axle Weight Rating 15240.00 lbs
Curb Weight 6052.00 lbs
Reserve Axle Capacity 8834.00 lbs
Total Option Weight 0.00 lbs
Payload Weight Front 0.00 lbs
Payload Weight Rear 0.00 lbs
Maximum Axle Rating Front 5360.00 lbs
Maximum Axle Rating Rear 9880.00 lbs
Maximum Axle Rating Total 15240.00 lbs
Gross Vehicle Weight Rating 14500.00 lbs
Front Payload 350.00 lbs
Rear Payload 0.00 lbs
Total Payload Weight (Cargo + Driver + Body) 350.00 lbs

Frame

Frame Type Ladder
Sect Modulus Rails Only 7.20 in³
Frame RBM 316800

Chassis**Frame**

Frame Strength 44000 lbs
Frame Thickness 8.5 X 2.76 X 0.24 in

Suspension

Suspension Type - Front Tapered Leaf
Suspension Type - Rear Multi-Leaf
Spring Capacity - Front 8440 lbs
Spring Capacity - Rear 9880 lbs
Axle Type - Front Reverse I-Beam
Axle Type - Rear Full-Floating
Axle Capacity - Front 6830 lbs
Axle Capacity - Rear 14550 lbs
Axle Ratio (:1) - Front N/A
Axle Ratio (:1) - Rear 4.56
Shock Absorber Diameter - Front 42 mm
Shock Absorber Diameter - Rear 42 mm
Stabilizer Bar Diameter - Front 1.65 in
Stabilizer Bar Diameter - Rear N/A

Tires

Front Tire Order Code I53/I69
Rear Tire Order Code I53/I34
Spare Tire Order Code N/A
Front Tire Size 215/85R16E
Rear Tire Size 215/85R16E
Spare Tire Size N/A

Front Tire Capacity 5360 lbs
Rear Tire Capacity 9880 lbs
Spare Tire Capacity N/A
Revolutions/Mile @ 45 mph - Front 682.9
Revolutions/Mile @ 45 mph - Rear 682.9

Chassis

Tires

Revolutions/Mile @ 45 mph - Spare N/A
Tire Rating Total 15240.00

Wheels

Front Wheel Size 16 x 6 in
Rear Wheel Size 16 x 6 in
Spare Wheel Size N/A
Front Wheel Material Steel
Rear Wheel Material Steel
Spare Wheel Material N/A
Front Bolt Pattern 6 Hole JIS 8.75"
Rear Bolt Pattern 6 Hole JIS 8.75"
Spare Bolt Pattern N/A

Steering

Steering Type Power
Steering Ratio (:1), On Center 18.8 - 20.9
Steering Ratio (:1), At Lock 18.8 - 20.9
Turning Diameter - Curb to Curb 31.5 ft
Turning Diameter - Wall to Wall 37.1 ft

Brakes

Brake Type Power
Brake ABS System 4-Wheel
Brake ABS System (Second Line) N/A
Disc - Front (Yes or) Yes
Disc - Rear (Yes or) N/A
Front Brake Rotor Diam x Thickness 11.5 x -TBD- in
Rear Brake Rotor Diam x Thickness N/A
Drum - Front (Yes or) N/A
Front Drum Diam x Width N/A

Chassis

Brakes

Drum - Rear (Yes or) Yes
Rear Drum Diam x Width 12.6 x 3.94 in

Fuel Tank

Fuel Tank Capacity, Approx 30 gal
Aux Fuel Tank Capacity, Approx N/A
Fuel Tank Location In frame rail
Aux Fuel Tank Location N/A

Dimensions

Interior Dimensions

Passenger Capacity 3
Front Head Room 38.4 in
Front Leg Room 29.5 in
Front Shoulder Room 70.7 in
Front Hip Room 67.7 in

Exterior Dimensions

Wheelbase 109.0 in
Length, Overall w/o rear bumper 200.5 in
Width, Max w/o mirrors 81.4 in
Height, Overall 90.0 in
Overhang, Front 48.4 in
Overhang, Rear w/o bumper 43.1 in
Front Bumper to Back of Cab 70.7 in
Cab to Axle 86.5 in
Cab to End of Frame 129.6 in
Ground to Top of Load Floor N/A
Ground to Top of Frame 31.1 in
Frame Width, Rear 33.5 in
Ground Clearance, Front 7.5 in

Dimensions

Exterior Dimensions

Ground Clearance, Rear 7.5 in
Body Length 0.0 ft
Cab to Body 7.7 in
Frontal Area 48.00 ft²

Medium Duty**Medium Duty Performance**

Front Axle % 66.09
Rear Axle % 33.91
Driver Weight 350.0 lbs
Front Ground Load 4234.00 lbs
Rear Ground Load 2172.00 lbs
1st gear High Speed (High Axle Gear) 13.39 MPH
2nd gear High Speed (High Axle Gear) 25.01 MPH
3rd gear High Speed (High Axle Gear) 37.30 MPH
4th gear High Speed (High Axle Gear) 50.10 MPH
5th gear High Speed (High Axle Gear) 64.81 MPH
6th gear High Speed (High Axle Gear) 79.02 MPH
1st gear Low Speed (High Axle Gear) 9.53 MPH
2nd gear Low Speed (High Axle Gear) 17.80 MPH
3rd gear Low Speed (High Axle Gear) 26.54 MPH
4th gear Low Speed (High Axle Gear) 35.65 MPH
5th gear Low Speed (High Axle Gear) 46.11 MPH
6th gear Low Speed (High Axle Gear) 56.22 MPH
1st gear High Speed (Low Axle Gear) N/A
2nd gear High Speed (Low Axle Gear) N/A
3rd gear High Speed (Low Axle Gear) N/A
4th gear High Speed (Low Axle Gear) N/A
5th gear High Speed (Low Axle Gear) N/A
6th gear High Speed (Low Axle Gear) N/A

Medium Duty**Medium Duty Performance**

1st gear Low Speed (Low Axle Gear) N/A
2nd gear Low Speed (Low Axle Gear) N/A
3rd gear Low Speed (Low Axle Gear) N/A
4th gear Low Speed (Low Axle Gear) N/A
5th gear Low Speed (Low Axle Gear) N/A
6th gear Low Speed (Low Axle Gear) N/A
Reduction 30.10
Torque @ Clutch Engage 265 ft-lbs
Starting Grade Index 35.11
1st Gear Tractive Effort (High Axle Gear) 5477.69
2nd Gear Tractive Effort (High Axle Gear) 2932.07
3rd Gear Tractive Effort (High Axle Gear) 1965.94
4th Gear Tractive Effort (High Axle Gear) 1463.84
5th Gear Tractive Effort (High Axle Gear) 1131.55
6th Gear Tractive Effort (High Axle Gear) 928.07
1st Gear Tractive Effort (Low Axle Gear) N/A
2nd Gear Tractive Effort (Low Axle Gear) N/A
3rd Gear Tractive Effort (Low Axle Gear) N/A
4th Gear Tractive Effort (Low Axle Gear) N/A
5th Gear Tractive Effort (Low Axle Gear) N/A
6th Gear Tractive Effort (Low Axle Gear) N/A
1st Gear Gradeability (High Axle Gear) 36.69
2nd Gear Gradeability (High Axle Gear) 18.84
3rd Gear Gradeability (High Axle Gear) 11.47
4th Gear Gradeability (High Axle Gear) 6.94
5th Gear Gradeability (High Axle Gear) 3.02
6th Gear Gradeability (High Axle Gear) -0.34
1st Gear Gradeability (Low Axle Gear) 51.94
2nd Gear Gradeability (Low Axle Gear) 27.28
3rd Gear Gradeability (Low Axle Gear) 17.60

Medium Duty**Medium Duty Performance**

4th Gear Gradeability (Low Axle Gear) 12.22
5th Gear Gradeability (Low Axle Gear) 8.18
6th Gear Gradeability (Low Axle Gear) 5.21

Geared Road Speed 79.02 MPH
Actual Loaded Speed N/A
Grade (%) 2.0
Maximum Speed Gradeability N/A
Torque Converter 1.764
Maximum Capacity @ 0° F 1500.00
% of Body on Front Axle 72.29
% of Body on Rear Axle 27.71
Body Weight Front 0.00 lbs
Body Weight Rear 0.00 lbs
Actual Loaded Speed (First Part, MPH) N/A
Actual Loaded Speed (Second Part, RPM)
Actual Loaded Speed (Third Part, Gear)
Road Type Concrete
Body Weight 0.0 lbs
Driver Weight Front 350.00 lbs
Driver Weight Rear 0.00 lbs
Medium Duty Body Type None
Front Total Load 4234.00 lbs
Rear Total Load 2172.00 lbs

Weight Distribution

SPECIFICATION SUMMARY

Model # NF104
Truck/Tractor RQ2
Wheelbase (WB) 109.0 in
Cab to Axle (CA) 86.5 in
Cab to Body/Swing Clear (BOC) 7.7 in
Body Length 0.0 ft
Body Weight 0.0 lbs
Cargo Weight 0.00 lbs
Front GAWR 5360 lbs
Rear GAWR 9880 lbs
GVWR 14500.00 lbs
CA: 86.5 in
BOC: 7.7 in
WB: 109.0 in
Fr%: 66.09
Front Wt: 4234.00 lbs
Rr%: 33.91
Rear Wt: 2172.00 lbs
GAWR/GVWR GVW Remaining Payload Wt
14500.00 lbs 6406.00 lbs 8,094.00 lbs
Front Axle Rear Axle Total
Actual
Chassis 3884.00 lbs 2172.00 lbs 6056.00 lbs
Body 0.00 lbs 0.00 lbs 0.0 lbs
Payload 0.00 lbs 0.00 lbs 0.00 lbs
Totals 4234.00 lbs 2172.00 lbs 6406.00 lbs
Capacity
Axle 5360 lbs 9880 lbs 15240.00 lbs
Suspension 8440 lbs 9880 lbs 18,320.00 lbs
Tire 5360 lbs 9880 lbs 15240.00
Total Axle Rating 5360.00 lbs 9880.00 lbs 15240.00 lbs

Selected Model and Options

MODEL

CODE MODEL

NF104 2012 Isuzu NPR HD DSL REG AT 109" WB WHITE CAB IBT PWL

COLORS

CODE DESCRIPTION

729 Arc White

AXLE

CODE DESCRIPTION FRONT

WEIGHT

REAR**WEIGHT**

005 Rear axle ratio, 4.56:1 (STD) 0.00 lbs 0.00 lbs

SEAT TRIM**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

34C Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim (STD)
0.00 lbs 0.00 lbs

PRIMARY PAINT**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

729 Arc White 0.00 lbs 0.00 lbs

ENGINE**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

I1B 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)
0.00 lbs 0.00 lbs

REAR TIRES**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

I53/I34 Rear tires, 215/85R16E (10 ply) tubeless radial, all season (STD)
0.00 lbs 0.00 lbs

FRONT TIRES**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

I53/I69 Front tires, 215/85R16E (10 ply) tubeless radial, all season (STD)
0.00 lbs 0.00 lbs

WHEELBASE**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

IA8 Wheelbase, 109" (276.9 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu. in. and RBM 316,800 lb-ft/in per rail. (STD)
0.00 lbs 0.00 lbs

TRANSMISSION**CODE DESCRIPTION FRONT**

WEIGHT**REAR****WEIGHT**

IR7 Transmission, automatic, Aisin A465 6-speed Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)
0.00 lbs 0.00 lbs

REQUIRED OPTION**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

I22 DEF Fill Charge 0.00 lbs 0.00 lbs

MODEL OPTION**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

NF104 Custom/base model -inc: in rail fuel tank, pwr windows/door locks
0.00 lbs 0.00 lbs

VEHICLE APPLICATION**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

EMISSIONS**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

PAINT SCHEME**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Options Total 0.00 lbs 0.00 lbs

As Specified Curb Weight 3884.00 lbs 2172.00 lbs

Standard Equipment**MECHANICAL**

Truck Application

GVWR, 14500 lbs (6577 kg) capacity

4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.

Air Cleaner, Dry Paper single element (Donaldson brand). Air cleaner canister standard with air restriction gauge.

Alternator, 110 AMP with integral regulator

Battery, Dual 12-V maintenance free, 750 CCA each

Transmission, Automatic, Aisin A465 6-speed, Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539

Rear wheel drive

Front GAWR, 5360 lbs (2431 kg) capacity

Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Ratio 18.8-20.9:1

Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.

Front Wheels, 16" x 6", 6-hole disc, painted white

Front Tires, 215/85R16E (10 ply) tubeless radial, all season

Rear GAWR, 9880 lbs (4481 kg) capacity

Rear Axle, R066, full-floating single-speed, 14,550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings
Rear Axle Ratio, 4.56:1
Rear Suspension, 9880 lbs. (4481 kg) capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.
Rear Wheels, 16" x 6", 6-hole disc, painted white
Rear Tires, 215/85R16E (10 ply) tubeless radial, all season
Wheelbase, 109" (276.9 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu. in. and RBM 316,800 lb-ft/in per rail.
Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
Brake System, Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.
Exhaust Brake, vacuum operated
Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)

EXTERIOR

Paint Scheme, Solid
Cab Mounts, All steel low cab forward, BBC 70.7 in. 45 deg. mechanical tilt with torsion assist
Daytime running lamps
Windows, Tinted glass
Mirrors, Dual cab mounted exterior with integral convex mirror
Windshield Wipers, Intermittent wet-arm

INTERIOR

AM/FM CD stereo radio
Tricot and jersey knit combination cloth covered reclining highback driver seat with single two occupant fold down passenger seat
Floor mats
Tilt and telescoping steering column
Cruise control
Power windows & door locks

SAFETY

4 channel anti-lock brake system
Daytime running lamps
EBD (Electronic Brake Distribution)

WARRANTY

Basic Years: 3
Basic Miles/km: Unlimited
Drivetrain Years: 3
Drivetrain Miles/km: Unlimited
Corrosion Years: 4
Corrosion Miles/km: Unlimited
Frame Rail Years: 3
Frame Rail Miles/km: Unlimited
Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge
Emissions Years (Short Term California): 3
Emissions Years (Long Term California): 7
Emissions Years: 5
Emissions Miles/km (Short Term California): 50,000
Emissions Miles/km (Long Term California): 70,000
Emissions Miles/km: 100,000

Geared Road Speed

SPECIFICATION SUMMARY

Model # NF104

Engine Order Code I1B

Model Manufacturer 4HK1-TC

Type Diesel I-4

Displacement 5.19L/317

Horsepower 215 @ 2550

Starting Torque 265 ft-lbs

Transmission Order Code IR7

Model Manufacturer Aisin A465

Type 6-Speed Automatic w/OD

Rear Axle Order Code

Model Manufacturer N/A

Weight Rating 9880 lbs

Ratio:1 4.56
Rear Tires 215/85R16E
Revolutions/Mile Front 682.9
Revolutions/Mile Rear 682.9
Surface Type Concrete
Desired Grade 2%
Geared Road Speed 79.02 MPH
127.17 KPH 2600 RPM
Actual Loaded Speed
N/A

0.00 KPH N/A RPM

0% Grade in gear 2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

Gradeability Chart

SPECIFICATION SUMMARY

Model # NF104

Engine Order Code I1B

Model Manufacturer 4HK1-TC

Type Diesel I-4

Displacement 5.19L/317

Horsepower 215 @ 2550

Starting Torque 265 ft-lbs

Transmission Order Code IR7

Model Manufacturer Aisin A465

Type 6-Speed Automatic w/OD

Rear Axle Order Code

Model Manufacturer N/A

Weight Rating 9880 lbs

Ratio:1 4.56

Rear Tires 215/85R16E

Revolutions/Mile Front 682.9

Revolutions/Mile Rear 682.9

Surface Type Concrete

Desired Grade 2%

Turning Circle

SPECIFICATION SUMMARY

Model # NF104

Front Axle Order Code

Capacity (lbs) 6830 lbs

Wheelbase Order Code IA8

Wheelbase (in) 109.0 in

Front Wheel Order Code

Size/Type (in) 16 x 6 in

Front Tire Order Code I53/I69

Size/Type 215/85R16E

Wall to Wall (ft): 37.1 ft

Wall to Wall diameter is measured

from the outermost part of the cab.

Curb to Curb (ft): 31.5 ft

Curb to Curb diameter is measured from the outside of the front tire.

H-GAC Product Code: J3

Model: NQR

2012 Isuzu NQR DSL REG AT (NR104) 109" WB WHITE CAB IBT PWL (2)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: 6830 lbs
Rear Gross Axle Weight Rating: 12980 lbs
Gross Vehicle Weight Rating: 17950.00 lbs

Technical Specifications

Chassis

Weight Information

Trim Curb Weight 6637.00 lbs
Standard Weight - Front 4.00 lbs
Standard Weight - Rear 0.00 lbs
Base Trim Weight - Front 4243.00 lbs
Base Trim Weight - Rear 2394.00 lbs
Total Weight 6987.00 lbs
Gross Axle Wt Rating - Front 6830 lbs
Gross Axle Wt Rating - Rear 12980 lbs
Curb Weight - Front 4239 lbs
Curb Weight - Rear 2394 lbs
Option Weight - Front 0.00 lbs
Option Weight - Rear 0.00 lbs
Reserve Axle Capacity - Front 2237.00 lbs
Reserve Axle Capacity - Rear 10586.00 lbs
As Spec'd Curb Weight 6637.00 lbs
As Spec'd Payload 11313.00 lbs
Gross Combined Wt Rating 23950 lbs
Cargo Weight 0.00 lbs
Gross Vehicle Weight 6987.00 lbs
Axle Weight 6987.00 lbs
Gross Axle Weight Rating 19810.00 lbs
Curb Weight 6633.00 lbs
Reserve Axle Capacity 12823.00 lbs
Total Option Weight 0.00 lbs
Payload Weight Front 0.00 lbs
Payload Weight Rear 0.00 lbs
Maximum Axle Rating Front 6830.00 lbs
Maximum Axle Rating Rear 12980.00 lbs
Maximum Axle Rating Total 19810.00 lbs

Chassis

Weight Information

Gross Vehicle Weight Rating 17950.00 lbs
Front PayLoad 350.00 lbs
Rear Payload 0.00 lbs
Total Payload Weight (Cargo + Driver + Body) 350.00 lbs

Frame

Frame Type Ladder
Sect Modulus Rails Only 7.20 in³
Frame RBM 316800
Frame Strength 44000 lbs
Frame Thickness 8.5 X 2.76 X 0.24 in

Suspension

Suspension Type - Front Tapered Leaf
Suspension Type - Rear Multi-Leaf
Spring Capacity - Front 8440 lbs

Spring Capacity - Rear 14550 lbs
Axle Type - Front Reverse I-Beam
Axle Type - Rear Full-Floating
Axle Capacity - Front 6830 lbs
Axle Capacity - Rear 14550 lbs
Axle Ratio (:1) - Front N/A
Axle Ratio (:1) - Rear 5.125
Shock Absorber Diameter - Front 42 mm
Shock Absorber Diameter - Rear 42 mm
Stabilizer Bar Diameter - Front 1.65 in
Stabilizer Bar Diameter - Rear N/A

Tires

Front Tire Order Code XTN/R3M
Rear Tire Order Code YTN/S3M

Chassis

Tires

Spare Tire Order Code N/A
Front Tire Size 225/70R19.5F
Rear Tire Size 225/70R19.5F
Spare Tire Size N/A
Front Tire Capacity 6900 lbs
Rear Tire Capacity 12980 lbs
Spare Tire Capacity N/A
Revolutions/Mile @ 45 mph - Front 643
Revolutions/Mile @ 45 mph - Rear 643
Revolutions/Mile @ 45 mph - Spare N/A
Tire Rating Total 19880.00

Wheels

Front Wheel Size 19.5 x 6 in
Rear Wheel Size 19.5 x 6 in
Spare Wheel Size N/A
Front Wheel Material Steel
Rear Wheel Material Steel
Spare Wheel Material N/A
Front Bolt Pattern 6 Hole JIS 8.75"
Rear Bolt Pattern 6 Hole JIS 8.75"
Spare Bolt Pattern N/A

Steering

Steering Type Power
Steering Ratio (:1), On Center 18.8 - 20.9
Steering Ratio (:1), At Lock 18.8 - 20.9
Turning Diameter - Curb to Curb 30.3 ft
Turning Diameter - Wall to Wall 35.1 ft

Chassis

Brakes

Brake Type Power
Brake ABS System 4-Wheel
Brake ABS System (Second Line) N/A
Disc - Front (Yes or) Yes
Disc - Rear (Yes or) N/A
Front Brake Rotor Diam x Thickness 14.3 x -TBD- in
Rear Brake Rotor Diam x Thickness N/A
Drum - Front (Yes or) N/A
Front Drum Diam x Width N/A
Drum - Rear (Yes or) Yes
Rear Drum Diam x Width 12.6 x 4.72 in

Fuel Tank

Fuel Tank Capacity, Approx 30 gal
Aux Fuel Tank Capacity, Approx N/A
Fuel Tank Location In frame rail
Aux Fuel Tank Location N/A

Powertrain

Transmission

Drivetrain Rear Wheel Drive
Trans Order Code IR7
Trans Type 6
Trans Description Cont. Automatic w/OD
Trans Description Cont. Again N/A
First Gear Ratio (:1) 3.742
Second Gear Ratio (:1) 2.003
Third Gear Ratio (:1) 1.343
Fourth Gear Ratio (:1) 1.000
Fifth Gear Ratio (:1) 0.773
Sixth Gear Ratio (:1) 0.634

Powertrain

Transmission

Reverse Ratio (:1) 3.539
Clutch Size N/A
Trans Power Take Off N/A
Final Drive Axle Ratio (:1) N/A
Transfer Case Model N/A
Transfer Case Power Take Off N/A
Second Reverse Gear Ratio (:1) N/A
Third Reverse Gear Ratio (:1) N/A
Fourth Reverse Gear Ratio (:1) N/A
Fifth Reverse Gear Ratio (:1) N/A
Sixth Reverse Gear Ratio (:1) N/A
Transmission Manufacturer Aisin A465
Transmission Type N/A

Engine

Engine Order Code I1B
Engine Type Diesel I-4
Displacement 5.19L/317
Fuel System Turbocharged DI
SAE Net Horsepower @ RPM 215 @ 2550
SAE Net Torque @ RPM 452 @ 1850
Engine Oil Cooler N/A
Governed Engine Speed (RPM) 2800
Engine Series 4HK1-TC

Electrical

Cold Cranking Amps @ 0° F (Primary) 750
Cold Cranking Amps @ 0° F (2nd) 750
Cold Cranking Amps @ 0° F (3rd) N/A
Maximum Alternator Capacity (amps) 110

Powertrain

Cooling System

Total Cooling System Capacity 19.0 qts

Dimensions

Interior Dimensions

Passenger Capacity 3
Front Head Room 38.4 in
Front Leg Room 29.5 in
Front Shoulder Room 70.7 in
Front Hip Room 67.7 in

Exterior Dimensions

Wheelbase 109.0 in
Length, Overall w/o rear bumper 200.5 in
Width, Max w/o mirrors 81.3 in
Height, Overall 92.4 in
Overhang, Front 48.4 in
Overhang, Rear w/o bumper 43.1 in
Front Bumper to Back of Cab 70.7 in
Cab to Axle 86.5 in
Cab to End of Frame 129.6 in
Ground to Top of Load Floor N/A
Ground to Top of Frame 33.0 in
Frame Width, Rear 33.5 in

Ground Clearance, Front 8.3 in
Ground Clearance, Rear 8.3 in
Body Length 0.0 ft
Cab to Body 7.7 in
Frontal Area 48.00 ft²

Medium Duty

Medium Duty Performance

Front Axle % 65.74
Rear Axle % 34.26
Driver Weight 350.0 lbs
Front Ground Load 4593.00 lbs
Rear Ground Load 2394.00 lbs
1st gear High Speed (High Axle Gear) 13.62 MPH
2nd gear High Speed (High Axle Gear) 25.45 MPH
3rd gear High Speed (High Axle Gear) 37.96 MPH
4th gear High Speed (High Axle Gear) 50.98 MPH
5th gear High Speed (High Axle Gear) 65.95 MPH
6th gear High Speed (High Axle Gear) 80.41 MPH
1st gear Low Speed (High Axle Gear) 9.00 MPH
2nd gear Low Speed (High Axle Gear) 16.82 MPH
3rd gear Low Speed (High Axle Gear) 25.08 MPH
4th gear Low Speed (High Axle Gear) 33.68 MPH
5th gear Low Speed (High Axle Gear) 43.58 MPH
6th gear Low Speed (High Axle Gear) 53.13 MPH
1st gear High Speed (Low Axle Gear) N/A
2nd gear High Speed (Low Axle Gear) N/A
3rd gear High Speed (Low Axle Gear) N/A
4th gear High Speed (Low Axle Gear) N/A
5th gear High Speed (Low Axle Gear) N/A
6th gear High Speed (Low Axle Gear) N/A
1st gear Low Speed (Low Axle Gear) N/A
2nd gear Low Speed (Low Axle Gear) N/A
3rd gear Low Speed (Low Axle Gear) N/A
4th gear Low Speed (Low Axle Gear) N/A
5th gear Low Speed (Low Axle Gear) N/A
6th gear Low Speed (Low Axle Gear) N/A
Reduction 33.83

Medium Duty

Medium Duty Performance

Torque @ Clutch Engage 265 ft-lbs
Starting Grade Index 30.01
1st Gear Tractive Effort (High Axle Gear) 5796.69
2nd Gear Tractive Effort (High Axle Gear) 3102.83
3rd Gear Tractive Effort (High Axle Gear) 2080.43
4th Gear Tractive Effort (High Axle Gear) 1549.09
5th Gear Tractive Effort (High Axle Gear) 1197.45
6th Gear Tractive Effort (High Axle Gear) 982.12
1st Gear Tractive Effort (Low Axle Gear) N/A
2nd Gear Tractive Effort (Low Axle Gear) N/A
3rd Gear Tractive Effort (Low Axle Gear) N/A
4th Gear Tractive Effort (Low Axle Gear) N/A
5th Gear Tractive Effort (Low Axle Gear) N/A
6th Gear Tractive Effort (Low Axle Gear) N/A
1st Gear Gradeability (High Axle Gear) 29.00
2nd Gear Gradeability (High Axle Gear) 14.81
3rd Gear Gradeability (High Axle Gear) 8.91
4th Gear Gradeability (High Axle Gear) 5.26
5th Gear Gradeability (High Axle Gear) 2.06
6th Gear Gradeability (High Axle Gear) -0.70
1st Gear Gradeability (Low Axle Gear) 44.34
2nd Gear Gradeability (Low Axle Gear) 23.28
3rd Gear Gradeability (Low Axle Gear) 15.06
4th Gear Gradeability (Low Axle Gear) 10.52
5th Gear Gradeability (Low Axle Gear) 7.17

6th Gear Gradeability (Low Axle Gear) 4.76
Geared Road Speed 80.41 MPH
Actual Loaded Speed N/A
Grade (%) 2.0
Maximum Speed Gradeability N/A

Medium Duty

Medium Duty Performance

Torque Converter 1.764
Maximum Capacity @ 0° F 1500.00
% of Body on Front Axle 72.29
% of Body on Rear Axle 27.71
Body Weight Front 0.00 lbs
Body Weight Rear 0.00 lbs
Actual Loaded Speed (First Part, MPH) N/A
Actual Loaded Speed (Second Part, RPM)
Actual Loaded Speed (Third Part, Gear)
Road Type Concrete
Body Weight 0.0 lbs
Driver Weight Front 350.00 lbs
Driver Weight Rear 0.00 lbs
Medium Duty Body Type None
Front Total Load 4593.00 lbs
Rear Total Load 2394.00 lbs

Vehicle

Vehicle

Axle Ratio - Low Rear (:1) N/A
As Spec Curb Weight - Front 4243.00 lbs
As Spec Curb Weight - Rear 2394.00 lbs

Weight Distribution

SPECIFICATION SUMMARY

Model # NR104
Truck/Tractor RQ2
Wheelbase (WB) 109.0 in
Cab to Axle (CA) 86.5 in
Cab to Body/Swing Clear (BOC) 7.7 in
Body Length 0.0 ft
Body Weight 0.0 lbs
Cargo Weight 0.00 lbs
Front GAWR 6830 lbs
Rear GAWR 12980 lbs
GVWR 17950.00 lbs
CA: 86.5 in
BOC: 7.7 in
WB: 109.0 in
Fr%: 65.74
Front Wt: 4593.00 lbs
Rr%: 34.26
Rear Wt: 2394.00 lbs
GAWR/GVWR GVW Remaining Payload Wt
17950.00 lbs 6987.00 lbs 10,963.00 lbs

Weight Distribution

SPECIFICATION DETAILS

Front Axle Rear Axle Total

Actual

Chassis 4243.00 lbs 2394.00 lbs 6637.00 lbs
Body 0.00 lbs 0.00 lbs 0.0 lbs
Payload 0.00 lbs 0.00 lbs 0.00 lbs
Totals 4593.00 lbs 2394.00 lbs 6987.00 lbs

Capacity

Axle 6830 lbs 12980 lbs 19810.00 lbs
Suspension 8440 lbs 14550 lbs 22,990.00 lbs
Tire 6900 lbs 12980 lbs 19880.00

Total Axle Rating 6830.00 lbs 12980.00 lbs 19810.00 lbs

Selected Model and Options

MODEL

CODE MODEL

NR104 2012 Isuzu NQR DSL REG AT 109" WB WHITE CAB IBT PWL

COLORS

CODE DESCRIPTION

729 Arc White

AXLE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

098 Rear axle ratio, 5.125:1 (STD) 0.00 lbs 0.00 lbs

SEAT TRIM

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

34C Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim (STD)

0.00 lbs 0.00 lbs

PRIMARY PAINT

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

729 Arc White 0.00 lbs 0.00 lbs

ENGINE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

I1B 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD) 0.00 lbs 0.00 lbs

WHEELBASE

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

IA8 Wheelbase, 109" (276.9 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail. (STD) 0.00 lbs 0.00 lbs

TRANSMISSION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

IR7 Transmission, automatic, Aisin A465 6-
speed Ratios: 3.742, 2.003, 1.343,
1.000, 0.773, 0.634, Rev 3.539 (STD)
0.00 lbs 0.00 lbs

REQUIRED OPTION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

IZ2 DEF Fill Charge 0.00 lbs 0.00 lbs

MODEL OPTION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

NR104 Custom/base model -inc: in rail fuel
tank, pwr windows/door locks
0.00 lbs 0.00 lbs

VEHICLE APPLICATION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

FRONT TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

XTN/R3M Front tires, 225/70R19.5F (12 ply)
tubeless radial, all season tread (STD)
0.00 lbs 0.00 lbs

EMISSIONS

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

REAR TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YTN/S3M Rear tires, 225/70R19.5F (12 ply)
tubeless radial, all season tread (STD)
0.00 lbs 0.00 lbs

PAINT SCHEME

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Options Total 0.00 lbs 0.00 lbs

As Specified Curb Weight 4243.00 lbs 2394.00 lbs

Optional Equipment

EXTENDED WARRANTY

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

** ** A VALID EXTENDED WARRANTY REQUIRES THE
VEHICLE FIRST BE REPORTED DELIVERED IN ICS. THE
DEALER MUST THEN ENROLL THE VEHICLE WITH THE
EXTENDED WARRANTY IN ICS **

0.00 lbs 0.00 lbs

WF5 48 months / 200,000 miles 0.00 lbs 0.00 lbs
 WFF 60 months / 150,000 miles 0.00 lbs 0.00 lbs
 WFG 60 months / 200,000 miles 0.00 lbs 0.00 lbs
 WFI 60 months / 250,000 miles 0.00 lbs 0.00 lbs
 WFJ 48 months / 150,000 miles 0.00 lbs 0.00 lbs
 WH1 48 months / 100,000 miles 0.00 lbs 0.00 lbs
 WH2 48 months / 250,000 miles 0.00 lbs 0.00 lbs
 WH3 60 months / 100,000 miles 0.00 lbs 0.00 lbs

ADDITIONAL OPTIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

I0A Cross rail horizontal DPF/SCR w/vertical exhaust 100.00 lbs 100.00 lbs
 I1A Security convenience package (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 I2A Material ladder rack (Requires RA2 Service Body) 0.00 lbs 0.00 lbs
 I3B Teletrac tracking system 4.00 lbs 0.00 lbs
 I66 Engine block heater (120V 600W) 1.00 lbs 0.00 lbs
 I9A Engine idle shutdown (Timer set at 5 Minutes for engine shutdown)
 0.00 lbs 0.00 lbs
 IF4 Air deflector roof mounted 64.00 lbs 0.00 lbs
 IF6 Fire extinguisher & triangle kit mounted in rear organizer 19.00 lbs 0.00 lbs
 IG3 Engine oil pan heater (120V 300W) 3.00 lbs 0.00 lbs
 IH2 Engine shutdown system -inc: high water temperature (HWT), low water level (LWL), low oil pressure (LOP)
 1.00 lbs 0.00 lbs
 IK0 Wheel simulators 6.00 lbs 10.00 lbs
 IQ7 12' translucent roof (Requires S37, S40 or SS2 Body Programs)
 0.00 lbs 0.00 lbs
 IR2 10' walkramp (Requires S37, S40 or SS2 Body Programs) 0.00 lbs 0.00 lbs
 IS0 Heated mirrors 1.00 lbs 0.00 lbs

ADDITIONAL OPTIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

IU0 Tow pkg -inc: 2" receiver tube w/7-way plug (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IU2 Mirror bracket for 102" wide body 1.00 lbs 0.00 lbs
 IV1 Electric brake controller (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IV8 Seat covers 0.00 lbs 0.00 lbs
 IX2 Rear body dome lamp switch 1.00 lbs 0.00 lbs
 IY4 AM/FM CD stereo radio delete *CREDIT* -3.00 lbs 0.00 lbs
 IY9 Engine idle shutdown (Timer set at 3 Minutes for engine shutdown)
 1.00 lbs 0.00 lbs
 IZ0 Latchmatic keyless locking system (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IZ9 Ladder rack -inc: 3 bar aluminum roof-mounted, 4 step aluminum rear access (Requires RA1 Service Body)
 0.00 lbs 0.00 lbs
 UZF Back up alarm 0.00 lbs 2.00 lbs
 V22 Chrome grille 1.00 lbs 0.00 lbs

AXLE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

098 Rear axle ratio, 5.125:1 (STD) 0.00 lbs 0.00 lbs

SEAT TRIM

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

34C Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim (STD)
 0.00 lbs 0.00 lbs

PRIMARY PAINT

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

ENGINE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
I1B 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)
0.00 lbs 0.00 lbs

WHEELBASE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
IA8 Wheelbase, 109" (276.9 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail. (STD)
0.00 lbs 0.00 lbs

POWER TAKE OFF

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
IL9 Provision for power-take-off PTO Enable Switch and Engine Idle Up Switch. Recommended for PTO applications only. These switches can be port or dealer installed. Please consult the body builders guide and/or the service manual for additional programming options and functions
1.00 lbs 0.00 lbs

TRANSMISSION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
IR7 Transmission, automatic, Aisin A465 6-speed Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)
0.00 lbs 0.00 lbs

REQUIRED OPTION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
IZ2 DEF Fill Charge 0.00 lbs 0.00 lbs

MODEL OPTION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
NR104 Custom/base model -inc: in rail fuel tank, pwr windows/door locks
0.00 lbs 0.00 lbs

ROAD READY BODY PROGRAM

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
RA1 Enclosed Reading "Tool-Pro" aluminum service body, 109" wheelbase, 11' x 86" x 75" body size *Pricing effective 07/01/11*
0.00 lbs 0.00 lbs

ROAD READY BODY PROGRAM

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT
RA2 Open Reading "Tool-Pro" aluminum service body, 109" wheelbase, 11' x 86" x 75" body size *Pricing effective 07/01/11*
0.00 lbs 0.00 lbs

S37 Supreme value pak van body program hardwood floor/plywood sides/tie rings, 109" wheelbase, 12' x 96" x 85" body size *Pricing effective 07/01/11*
0.00 lbs 0.00 lbs

S40 Supreme value pak van body program pine floor/plywood sides/tie rings, 109" wheelbase, 12' x 96" x 85" body size *Pricing effective 07/01/11*
0.00 lbs 0.00 lbs

SS2 Supreme value pak van body program hardwood floor/slat lining, 109" wheelbase, 12' x 96" x 85" body size *Pricing effective 07/01/11*

0.00 lbs 0.00 lbs

VEHICLE APPLICATION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

FRONT TIRES

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

XTN/R3M Front tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

0.00 lbs 0.00 lbs

EMISSIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

REAR TIRES

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

YTN/S3M Rear tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

0.00 lbs 0.00 lbs

PAINT SCHEME

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Standard Equipment

MECHANICAL

Truck Application

GVWR, 17950 lbs (8142 kg) capacity

4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.

Air Cleaner, Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction gauge.

Alternator, 110 AMP with integral regulator

Battery, Dual 12-V maintenance free, 750 CCA each

Transmission, Automatic, Aisin A465 6-speed, Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539

Rear wheel drive

Front GAWR, 6830 lbs (3098 kg) capacity

Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Ratio 18.8-20.9:1

Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical tapered leaf springs. Includes shock absorbers and stabilizer bar.

Front Wheels, 19.5" x 6", 6-hole disc, painted white

Front Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread

Rear GAWR, 12980 lbs (5888 kg) capacity

Rear Axle, full-floating single-speed, 14,550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings

Rear Axle Ratio, 5.125:1

Rear Suspension, 14550 lbs. (6600 kg) capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.

Rear Wheels, 19.5" x 6", 6-hole disc, painted white

Rear Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread

Wheelbase, 109" (276.9 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.

Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.

Brake System, Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.

Exhaust Brake, Butterfly valve type

MECHANICAL

Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)

EXTERIOR

Paint Scheme, Solid

Cab Mounts, All steel low cab forward, BBC 70.9 in. (180.1 cm) 45 deg. mechanical tilt with torsion assist

Daytime running lamps
Windows, Tinted glass
Mirrors, Dual cab mounted exterior with integral convex mirror
Windshield Wipers, Intermittent wet-arm

INTERIOR

AM/FM CD stereo radio
Tricot and jersey knit combination cloth covered reclining highback driver seat with single two occupant fold down passenger seat
Floor mats
Tilt and telescoping steering column
Cruise control
Power windows & door locks

SAFETY

4 channel anti-lock brake system
Daytime running lamps
EBD (Electronic Brake Distribution)

WARRANTY

Basic Years: 3
Basic Miles/km: Unlimited
Drivetrain Years: 3
Drivetrain Miles/km: Unlimited
Corrosion Years: 4
Corrosion Miles/km: Unlimited
Frame Rail Years: 3
Frame Rail Miles/km: Unlimited
Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge
Emissions Years (Short Term California): 3
Emissions Years (Long Term California): 7
Emissions Years: 5
Emissions Miles/km (Short Term California): 50,000
Emissions Miles/km (Long Term California): 70,000
Emissions Miles/km: 100,000

Turning Circle

SPECIFICATION SUMMARY

Model # NR104

Front Axle Order Code

Capacity (lbs) 6830 lbs

Wheelbase Order Code IA8

Wheelbase (in) 109.0 in

Front Wheel Order Code

Size/Type (in) 19.5 x 6 in

Front Tire Order Code XTN/R3M

Size/Type 225/70R19.5F

Wall to Wall (ft): 35.1 ft

Wall to Wall diameter is measured from the outermost part of the cab.

Curb to Curb (ft): 30.3 ft

Curb to Curb diameter is measured from the outside of the front tire.

H-GAC Product Code: J4

Model: NRR

2012 Isuzu NRR DSL REG AT (NU104) 109" WB WHITE CAB IBT PWL (2)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: 7275 lbs
Rear Gross Axle Weight Rating: 13660 lbs
Gross Vehicle Weight Rating: 19500.00 lbs

Technical Specifications

Powertrain

Transmission

Drivetrain Rear Wheel Drive
Trans Order Code IR7
Trans Type 6
Trans Description Cont. Automatic w/OD
Trans Description Cont. Again N/A
First Gear Ratio (:1) 3.742
Second Gear Ratio (:1) 2.003
Third Gear Ratio (:1) 1.343
Fourth Gear Ratio (:1) 1.000
Fifth Gear Ratio (:1) 0.773
Sixth Gear Ratio (:1) 0.634
Reverse Ratio (:1) 3.539
Clutch Size N/A
Trans Power Take Off N/A
Final Drive Axle Ratio (:1) N/A
Transfer Case Model N/A
Transfer Case Power Take Off N/A
Second Reverse Gear Ratio (:1) N/A
Third Reverse Gear Ratio (:1) N/A
Fourth Reverse Gear Ratio (:1) N/A
Fifth Reverse Gear Ratio (:1) N/A
Sixth Reverse Gear Ratio (:1) N/A
Transmission Manufacturer Aisin A465
Transmission Type N/A

Engine

Engine Order Code I1B
Engine Type Diesel I-4
Displacement 5.19L/317

Powertrain

Engine

Fuel System Turbocharged DI
SAE Net Horsepower @ RPM 215 @ 2550
SAE Net Torque @ RPM 452 @ 1850
Engine Oil Cooler N/A
Governed Engine Speed (RPM) 2800
Engine Series 4HK1-TC

Electrical

Cold Cranking Amps @ 0° F (Primary) 750
Cold Cranking Amps @ 0° F (2nd) 750
Cold Cranking Amps @ 0° F (3rd) N/A
Maximum Alternator Capacity (amps) 110

Cooling System

Total Cooling System Capacity 19.0 qts

Vehicle

Vehicle

Axle Ratio - Low Rear (:1) N/A
As Spec Curb Weight - Front 4257.00 lbs
As Spec Curb Weight - Rear 2518.00 lbs

Chassis**Weight Information**

Trim Curb Weight 6775.00 lbs
Standard Weight - Front 4.00 lbs
Standard Weight - Rear 0.00 lbs
Base Trim Weight - Front 4257.00 lbs
Base Trim Weight - Rear 2518.00 lbs
Total Weight 7125.00 lbs
Gross Axle Wt Rating - Front 7275 lbs
Gross Axle Wt Rating - Rear 13660 lbs

Chassis**Weight Information**

Curb Weight - Front 4253 lbs
Curb Weight - Rear 2518 lbs
Option Weight - Front 0.00 lbs
Option Weight - Rear 0.00 lbs
Reserve Axle Capacity - Front 2668.00 lbs
Reserve Axle Capacity - Rear 11142.00 lbs
As Spec'd Curb Weight 6775.00 lbs
As Spec'd Payload 12725.00 lbs
Gross Combined Wt Rating 25500 lbs
Cargo Weight 0.00 lbs
Gross Vehicle Weight 7125.00 lbs
Axle Weight 7125.00 lbs
Gross Axle Weight Rating 20935.00 lbs
Curb Weight 6771.00 lbs
Reserve Axle Capacity 13810.00 lbs
Total Option Weight 0.00 lbs
Payload Weight Front 0.00 lbs
Payload Weight Rear 0.00 lbs
Maximum Axle Rating Front 7275.00 lbs
Maximum Axle Rating Rear 13660.00 lbs
Maximum Axle Rating Total 20935.00 lbs
Gross Vehicle Weight Rating 19500.00 lbs
Front Payload 350.00 lbs
Rear Payload 0.00 lbs
Total Payload Weight (Cargo + Driver + Body) 350.00 lbs

Frame

Frame Type Ladder
Sect Modulus Rails Only 7.20 in³
Frame RBM 316800

Chassis**Frame**

Frame Strength 44000 lbs
Frame Thickness 8.5 X 2.76 X 0.24 in

Suspension

Suspension Type - Front Tapered Leaf
Suspension Type - Rear Multi-Leaf
Spring Capacity - Front 8440 lbs
Spring Capacity - Rear 14550 lbs
Axle Type - Front Reverse I-Beam
Axle Type - Rear Full-Floating
Axle Capacity - Front 6830 lbs
Axle Capacity - Rear 14550 lbs
Axle Ratio (:1) - Front N/A
Axle Ratio (:1) - Rear 5.857
Shock Absorber Diameter - Front 42 mm
Shock Absorber Diameter - Rear 42 mm
Stabilizer Bar Diameter - Front 1.65 in
Stabilizer Bar Diameter - Rear N/A

Tires

Front Tire Order Code XTN/R3M
Rear Tire Order Code YTN/S3M
Spare Tire Order Code N/A
Front Tire Size 225/70R19.5F
Rear Tire Size 225/70R19.5F
Spare Tire Size N/A

Front Tire Capacity 7280 lbs
Rear Tire Capacity 13660 lbs
Spare Tire Capacity N/A
Revolutions/Mile @ 45 mph - Front 643
Revolutions/Mile @ 45 mph - Rear 643

Chassis

Tires

Revolutions/Mile @ 45 mph - Spare N/A
Tire Rating Total 20940.00

Wheels

Front Wheel Size 19.5 x 6 in
Rear Wheel Size 19.5 x 6 in
Spare Wheel Size N/A
Front Wheel Material Steel
Rear Wheel Material Steel
Spare Wheel Material N/A
Front Bolt Pattern 6 Hole JIS 8.75"
Rear Bolt Pattern 6 Hole JIS 8.75"
Spare Bolt Pattern N/A

Steering

Steering Type Power
Steering Ratio (:1), On Center 18.8 - 20.9
Steering Ratio (:1), At Lock 18.8 - 20.9
Turning Diameter - Curb to Curb 28.5 ft
Turning Diameter - Wall to Wall 33.0 ft

Brakes

Brake Type Power
Brake ABS System 4-Wheel
Brake ABS System (Second Line) N/A
Disc - Front (Yes or) Yes
Disc - Rear (Yes or) N/A
Front Brake Rotor Diam x Thickness 14.3 x -TBD- in
Rear Brake Rotor Diam x Thickness N/A
Drum - Front (Yes or) N/A
Front Drum Diam x Width N/A

Chassis

Brakes

Drum - Rear (Yes or) Yes
Rear Drum Diam x Width 14.6 x 5.91 in

Fuel Tank

Fuel Tank Capacity, Approx 30 gal
Aux Fuel Tank Capacity, Approx N/A
Fuel Tank Location In frame rail
Aux Fuel Tank Location N/A

Dimensions

Interior Dimensions

Passenger Capacity 3
Front Head Room 38.4 in
Front Leg Room 29.5 in
Front Shoulder Room 70.7 in
Front Hip Room 67.7 in

Exterior Dimensions

Wheelbase 109.0 in
Length, Overall w/o rear bumper 200.5 in
Width, Max w/o mirrors 81.3 in
Height, Overall 92.4 in
Overhang, Front 48.3 in
Overhang, Rear w/o bumper 43.1 in
Front Bumper to Back of Cab 70.7 in
Cab to Axle 86.5 in
Cab to End of Frame 129.6 in
Ground to Top of Load Floor N/A
Ground to Top of Frame 33.0 in
Frame Width, Rear 33.5 in
Ground Clearance, Front 8.3 in

Dimensions

Exterior Dimensions

Ground Clearance, Rear 8.3 in
Body Length 0.0 ft
Cab to Body 7.7 in
Frontal Area 48.00 ft²

Medium Duty**Medium Duty Performance**

Front Axle % 64.66
Rear Axle % 35.34
Driver Weight 350.0 lbs
Front Ground Load 4607.00 lbs
Rear Ground Load 2518.00 lbs
1st gear High Speed (High Axle Gear) 11.92 MPH
2nd gear High Speed (High Axle Gear) 22.27 MPH
3rd gear High Speed (High Axle Gear) 33.22 MPH
4th gear High Speed (High Axle Gear) 44.61 MPH
5th gear High Speed (High Axle Gear) 57.71 MPH
6th gear High Speed (High Axle Gear) 70.36 MPH
1st gear Low Speed (High Axle Gear) 7.88 MPH
2nd gear Low Speed (High Axle Gear) 14.71 MPH
3rd gear Low Speed (High Axle Gear) 21.95 MPH
4th gear Low Speed (High Axle Gear) 29.47 MPH
5th gear Low Speed (High Axle Gear) 38.13 MPH
6th gear Low Speed (High Axle Gear) 46.49 MPH
1st gear High Speed (Low Axle Gear) N/A
2nd gear High Speed (Low Axle Gear) N/A
3rd gear High Speed (Low Axle Gear) N/A
4th gear High Speed (Low Axle Gear) N/A
5th gear High Speed (Low Axle Gear) N/A
6th gear High Speed (Low Axle Gear) N/A

Medium Duty**Medium Duty Performance**

1st gear Low Speed (Low Axle Gear) N/A
2nd gear Low Speed (Low Axle Gear) N/A
3rd gear Low Speed (Low Axle Gear) N/A
4th gear Low Speed (Low Axle Gear) N/A
5th gear Low Speed (Low Axle Gear) N/A
6th gear Low Speed (Low Axle Gear) N/A
Reduction 38.66
Torque @ Clutch Engage 265 ft-lbs
Starting Grade Index 31.57
1st Gear Tractive Effort (High Axle Gear) 6624.63
2nd Gear Tractive Effort (High Axle Gear) 3546.00
3rd Gear Tractive Effort (High Axle Gear) 2377.57
4th Gear Tractive Effort (High Axle Gear) 1770.35
5th Gear Tractive Effort (High Axle Gear) 1368.48
6th Gear Tractive Effort (High Axle Gear) 1122.40
1st Gear Tractive Effort (Low Axle Gear) N/A
2nd Gear Tractive Effort (Low Axle Gear) N/A
3rd Gear Tractive Effort (Low Axle Gear) N/A
4th Gear Tractive Effort (Low Axle Gear) N/A
5th Gear Tractive Effort (Low Axle Gear) N/A
6th Gear Tractive Effort (Low Axle Gear) N/A
1st Gear Gradeability (High Axle Gear) 30.60
2nd Gear Gradeability (High Axle Gear) 15.79
3rd Gear Gradeability (High Axle Gear) 9.81
4th Gear Gradeability (High Axle Gear) 6.28
5th Gear Gradeability (High Axle Gear) 3.39
6th Gear Gradeability (High Axle Gear) 1.04
1st Gear Gradeability (Low Axle Gear) 46.70
2nd Gear Gradeability (Low Axle Gear) 24.60
3rd Gear Gradeability (Low Axle Gear) 16.05
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Medium Duty**Medium Duty Performance**

4th Gear Gradeability (Low Axle Gear) 11.41
5th Gear Gradeability (Low Axle Gear) 8.10

6th Gear Gradeability (Low Axle Gear) 5.81
Geared Road Speed 70.36 MPH
Actual Loaded Speed N/A
Grade (%) 2.0
Maximum Speed Gradeability N/A
Torque Converter 1.764
Maximum Capacity @ 0° F 1500.00
% of Body on Front Axle 72.29
% of Body on Rear Axle 27.71
Body Weight Front 0.00 lbs
Body Weight Rear 0.00 lbs
Actual Loaded Speed (First Part, MPH) N/A
Actual Loaded Speed (Second Part, RPM)
Actual Loaded Speed (Third Part, Gear)
Road Type Concrete
Body Weight 0.0 lbs
Driver Weight Front 350.00 lbs
Driver Weight Rear 0.00 lbs
Medium Duty Body Type None
Front Total Load 4607.00 lbs
Rear Total Load 2518.00 lbs

Weight Distribution

SPECIFICATION SUMMARY

Model # NU104
Truck/Tractor RQ2
Wheelbase (WB) 109.0 in
Cab to Axle (CA) 86.5 in
Cab to Body/Swing Clear (BOC) 7.7 in
Body Length 0.0 ft
Body Weight 0.0 lbs
Cargo Weight 0.00 lbs
Front GAWR 7275 lbs
Rear GAWR 13660 lbs
GVWR 19500.00 lbs
CA: 86.5 in
BOC: 7.7 in
WB: 109.0 in

Fr%: 64.66

Front Wt: 4607.00 lbs

Rr%: 35.34

Rear Wt: 2518.00 lbs

GAWR/GVWR GVW Remaining Payload Wt

19500.00 lbs 7125.00 lbs 12,375.00 lbs

Weight Distribution

SPECIFICATION DETAILS

Front Axle Rear Axle Total

Actual

Chassis 4257.00 lbs 2518.00 lbs 6775.00 lbs

Body 0.00 lbs 0.00 lbs 0.0 lbs

Payload 0.00 lbs 0.00 lbs 0.00 lbs

Totals 4607.00 lbs 2518.00 lbs 7125.00 lbs

Capacity

Axle 7275 lbs 13660 lbs 20935.00 lbs

Suspension 8440 lbs 14550 lbs 22,990.00 lbs

Tire 7280 lbs 13660 lbs 20940.00

Total Axle Rating 7275.00 lbs 13660.00 lbs 20935.00 lbs

Selected Model and Options

MODEL

CODE MODEL

NU104 2012 Isuzu NRR DSL REG AT 109" WB WHITE CAB IBT PWL

COLORS

CODE DESCRIPTION

729 Arc White

AXLE

CODE DESCRIPTION FRONT

WEIGHT**REAR****WEIGHT**

011 Rear axle ratio, 5.571:1 (STD) 0.00 lbs 0.00 lbs

SEAT TRIM**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

34C Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim (STD)

0.00 lbs 0.00 lbs

PRIMARY PAINT**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

729 Arc White 0.00 lbs 0.00 lbs

ENGINE**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

I1B 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbo charged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)

0.00 lbs 0.00 lbs

WHEELBASE**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

IA8 Wheelbase, 109" (276.9 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail. (STD)

0.00 lbs 0.00 lbs

TRANSMISSION**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

IR7 Transmission, automatic, Aisin A465 6-speed Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)

0.00 lbs 0.00 lbs

REQUIRED OPTION**CODE DESCRIPTION FRONT****WEIGHT****REAR****WEIGHT**

IZ2 DEF Fill Charge 0.00 lbs 0.00 lbs

MODEL OPTION**CODE DESCRIPTION FRONT**

WEIGHT

REAR

WEIGHT

NU104 Custom/base model -inc: in rail fuel tank, pwr windows/door locks
0.00 lbs 0.00 lbs

VEHICLE APPLICATION

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

FRONT TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

XTN/R3M Front tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)
0.00 lbs 0.00 lbs

EMISSIONS

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

REAR TIRES

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

YTN/S3M Rear tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)
0.00 lbs 0.00 lbs

PAINT SCHEME

CODE DESCRIPTION FRONT

WEIGHT

REAR

WEIGHT

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Options Total 0.00 lbs 0.00 lbs

As Specified Curb Weight 4257.00 lbs 2518.00 lbs

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Optional Equipment

EXTENDED WARRANTY

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

** ** A VALID EXTENDED WARRANTY REQUIRES THE VEHICLE FIRST BE REPORTED DELIVERED IN ICS. THE DEALER MUST THEN ENROLL THE VEHICLE WITH THE EXTENDED WARRANTY IN ICS **

0.00 lbs 0.00 lbs

WF5 48 months / 200,000 miles 0.00 lbs 0.00 lbs

WFF 60 months / 150,000 miles 0.00 lbs 0.00 lbs

WFG 60 months / 200,000 miles 0.00 lbs 0.00 lbs

WFI 60 months / 250,000 miles 0.00 lbs 0.00 lbs

WFJ 48 months / 150,000 miles 0.00 lbs 0.00 lbs

WH1 48 months / 100,000 miles 0.00 lbs 0.00 lbs

WH2 48 months / 250,000 miles 0.00 lbs 0.00 lbs

WH3 60 months / 100,000 miles 0.00 lbs 0.00 lbs

ADDITIONAL OPTIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

I0A Cross rail horizontal DPF/SCR w/vertical exhaust 100.00 lbs 100.00 lbs

I1A Security convenience package (Requires RA1 or RA2 Service Bodies)

0.00 lbs 0.00 lbs

I2A Material ladder rack (Requires RA2 Service Body) 0.00 lbs 0.00 lbs

I3B Teletrac tracking system 4.00 lbs 0.00 lbs
 I66 Engine block heater (120V 600W) 1.00 lbs 0.00 lbs
 I9A Engine idle shutdown (Timer set at 5 Minutes for engine shutdown)
 0.00 lbs 0.00 lbs
 IF4 Air deflector roof mounted 64.00 lbs 0.00 lbs
 IF6 Fire extinguisher & triangle kit mounted in rear organizer 19.00 lbs 0.00 lbs
 IG3 Engine oil pan heater (120V 300W) 2.00 lbs 0.00 lbs
 IH2 Engine shutdown system -inc: high water temperature (HWT), low water level (LWL), low oil pressure (LOP)
 1.00 lbs 0.00 lbs
 IK0 Wheel simulators 6.00 lbs 10.00 lbs
 IS0 Heated mirrors 1.00 lbs 0.00 lbs
 IU0 Tow pkg -inc: 2" receiver tube w/7-way plug (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IU2 Mirror bracket for 102" wide body 1.00 lbs 0.00 lbs

ADDITIONAL OPTIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

IV1 Electric brake controller (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IV8 Seat covers 0.00 lbs 0.00 lbs
 IX2 Rear body dome lamp switch 1.00 lbs 0.00 lbs
 IY4 AM/FM CD stereo radio delete *CREDIT* -3.00 lbs 0.00 lbs
 IY9 Engine idle shutdown (Timer set at 3 Minutes for engine shutdown)
 1.00 lbs 0.00 lbs
 IZ0 Latchmatic keyless locking system (Requires RA1 or RA2 Service Bodies)
 0.00 lbs 0.00 lbs
 IZ9 Ladder rack -inc: 3 bar aluminum roof-mounted, 4 step aluminum rear access (Requires RA1 Service Body)
 0.00 lbs 0.00 lbs
 UZF Back up alarm 0.00 lbs 2.00 lbs
 V22 Chrome grille 1.00 lbs 0.00 lbs

AXLE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

011 Rear axle ratio, 5.571:1 (STD) 0.00 lbs 0.00 lbs

SEAT TRIM

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

34C Very Dark Pewter, Tricot & Jersey knit combination cloth seat trim (STD)
 0.00 lbs 0.00 lbs

PRIMARY PAINT

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

729 Arc White 0.00 lbs 0.00 lbs

ENGINE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

I1B 4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbo charged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)
 0.00 lbs 0.00 lbs

WHEELBASE

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

IA8 Wheelbase, 109" (276.9 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail. (STD)
 0.00 lbs 0.00 lbs

POWER TAKE OFF

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

IL9 Provision for power-take-off PTO Enable Switch and Engine Idle Up Switch. Recommended for PTO applications only.

These switches can be port or dealer installed. Please consult the body builders guide and/or the service manual for additional programming options and functions

1.00 lbs 0.00 lbs

TRANSMISSION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

IR7 Transmission, automatic, Aisin A465 6-speed Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)

0.00 lbs 0.00 lbs

REQUIRED OPTION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

I22 DEF Fill Charge 0.00 lbs 0.00 lbs

MODEL OPTION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

NU104 Custom/base model -inc: in rail fuel tank, pwr windows/door locks

0.00 lbs 0.00 lbs

ROAD READY BODY PROGRAM

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

RA1 Enclosed Reading "Tool-Pro" aluminum service body, 109" wheelbase, 11' x 86" x 75" body size *Pricing effective 07/01/11*

0.00 lbs 0.00 lbs

RA2 Open Reading "Tool-Pro" aluminum service body, 109" wheelbase, 11' x 86" x 75" body size *Pricing effective 07/01/11*

0.00 lbs 0.00 lbs

VEHICLE APPLICATION

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

RQ2 Truck application (STD) 0.00 lbs 0.00 lbs

FRONT TIRES

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

XTN/R3M Front tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

0.00 lbs 0.00 lbs

EMISSIONS

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

YF5 50 State Emissions, including California 0.00 lbs 0.00 lbs

REAR TIRES

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

YTN/S3M Rear tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

0.00 lbs 0.00 lbs

PAINT SCHEME

CODE DESCRIPTION FRONT WEIGHT REAR WEIGHT

ZY1 Solid paint (STD) 0.00 lbs 0.00 lbs

Standard Equipment

MECHANICAL

Truck Application

GVWR, 19500 lbs (8845 kg) capacity

4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbo charged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control and idle up function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.

Air Cleaner, 11 in. diameter Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction gauge. The air cleaner snorkel is incorporated into the back of the cab and incorporates a resonator.

Alternator, 110 AMP with integral regulator

Battery, Dual 12-V maintenance free, 750 CCA each

Transmission, Automatic, Aisin A465 6-speed, Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539

Rear wheel drive

4.75-gallon cooling system
Front GAWR, 7275 lbs capacity
Front Axle, Reverse Elliot "I"-beam rated at 6830 lbs. (3098 kg). Includes integral hydraulic power steering. Ratio 18.8-20.9:1
Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical steel alloy tapered leaf springs. Includes shock absorbers and stabilizer bar.
Front Wheels, 19.5" x 6", 6-hole disc, painted white
Front Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
Rear GAWR, 13660 lbs (6196 kg) capacity
Rear Axle, Full-floating single-speed, 14550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings
Rear Axle Ratio, 5.571:1
Rear Suspension, 14550 lbs. (6600 kg) capacity. Semi-elliptical steel alloy multi-leaf springs. Includes shock absorbers.
Rear Wheels, 19.5" x 6", 6-hole disc, painted white
Rear Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
Wheelbase, 109" (276.9 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.
Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.
Brake System, Dual circuit, hydro-boost hydraulic with EBD (Electronic Brake Distribution). Disc front and selfadjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.

MECHANICAL

Exhaust Brake, Butterfly valve type
Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)

EXTERIOR

Paint Scheme, Solid
Hexapod cab
Cab Mounts, All steel low cab forward, BBC 70.9 in. (180.1 cm) 45 deg. mechanical tilt with torsion assist
Daytime running lamps
Windows, Tinted glass
Mirrors, Dual cab mounted exterior with integral convex mirror
Windshield Wipers, Intermittent wet-arm

INTERIOR

AM/FM CD stereo radio
Tricot and jersey knit combination cloth covered reclining highback driver seat with single two occupant fold down passenger seat
Floor mats
Tilt and telescoping steering column
Cruise control
Power windows & door locks
Overhead storage shelf

SAFETY

4 channel anti-lock brake system
Daytime running lamps
EBD (Electronic Brake Distribution)

WARRANTY

Basic Years: 3
Basic Miles/km: Unlimited
Drivetrain Years: 3
Drivetrain Miles/km: Unlimited
Corrosion Years: 4
Corrosion Miles/km: Unlimited
Frame Rail Years: 3
Frame Rail Miles/km: Unlimited
Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge
Emissions Years (Short Term California): 3
Emissions Years (Long Term California): 7
Emissions Years: 5
Emissions Miles/km (Short Term California): 50,000
Emissions Miles/km (Long Term California): 70,000
Emissions Miles/km: 100,000

Turning Circle

SPECIFICATION SUMMARY

Model # NU104

Front Axle Order Code

Capacity (lbs) 6830 lbs

Wheelbase Order Code IA8

Wheelbase (in) 109.0 in

Front Wheel Order Code

Size/Type (in) 19.5 x 6 in

Front Tire Order Code XTN/R3M

Size/Type 225/70R19.5F

Wall to Wall (ft): 33.0 ft

Wall to Wall diameter is measured from the outermost part of the cab.

Curb to Curb (ft): 28.5 ft

Curb to Curb diameter is measured from the outside of the front tire.



RESOLUTION NO. 2013-xxxx

Adopted by the Sacramento City Council

January 15, 2013

COOPERATIVE PURCHASE AGREEMENTS: FLEET VEHICLES AND EQUIPMENT

BACKGROUND

- A. The Department of General Services, Fleet Management Division, has a customer requirement to purchase a knuckle boom loader for the Department of Public Works (DPW). A knuckle boom loader is a large truck with a crane located in the truck bed that is used to load and haul large tree debris. This equipment is used to maintain the City's urban forest.
- B. The recommended purchase of one knuckle boom loader in an amount not to exceed \$163,158 will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the DPW multi-year operating project (MYOP) for replacement vehicles and equipment (I06013150, General Fund, Fund 1001). Funding for this purchase will be provided by budget already appropriated in the DPW FY2012/13 operating budget (General Fund, Fund 1001). Upon completion of the recommended budget transfers, sufficient funds will be available in the FY2012/13 Department of General Services operating budget to make the recommended purchase.
- C. Sufficient funding exists in the DPW FY2012/13 operating budget to support the recommended budget transfer.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is hereby authorized to decrease the expenditure budget in the DPW operating budget (General Fund, Fund 1001) in the amount of \$163,158.
- Section 2. The City Manager or the City Manager's designee is hereby authorized to increase the expenditure budget in the DPW MYOP for replacement vehicles and equipment (I06013150, General Fund, Fund 1001) in the amount of \$163,158.
- Section 3. The City Manager or the City managers designee is hereby authorized to increase the revenue and expenditure budgets in the Department of General Services (Fleet Fund, Fund 6501) in the amount of \$163,158.
- Section 4. The City Manager's administrative authority for modifications to the revenue and expenditure budgets is hereby reset.