

**Meeting Date:** 6/10/2014

**Report Type:** Consent

**Report ID:** 2014-00413

**Title:** Cooperative Purchase Agreement: Aerial Bucket Truck

**Location:** Citywide

**Recommendation:** 1) Pass a Resolution authorizing the City Manager or the City Manager's designee to a) decrease the expenditure budget in the Department of Utilities FY2013/14 operating budget (Water Fund, Fund 6005) in the amount of \$179,230; b) increase the expenditure budget in the Department of Utilities multi-year operating project for replacement vehicles and equipment (106013140, Water Fund, Fund 6005) in the amount of \$179,230; c) increase the expenditure and revenue budgets in the Department of General Services FY2013/14 operating budget (Fleet Fund, Fund 6501) in the amount of \$179,230; and d) reset the City Manager's administrative authority for modifications to the FY2013/14 expenditure and revenue budgets; and 2) Pass a Motion a) approving the use of the National Joint Powers Alliance (NJPA) cooperative purchase agreement with Altec Industries, Inc. (Contract No. 031014-ALT) for the purchase of one aerial bucket truck in an amount not to exceed \$179,230; and b) authorizing the City Manager or the City Manager's designee to execute the purchase specified above.

**Contact:** Isena Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

**Presenter:** None

**Department:** General Services

**Division:** Fleet Management

**Dept ID:** 13001211

**Attachments:**

1-Description/Analysis

2-Resolution

3-Contract

---

**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
5/28/2014 10:02:58 AM

**Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 5/22/2014 8:54:25 AM



## Description/Analysis

**Issue Detail:** The Department of General Services (DGS), Fleet Management Division, has a customer requirement to purchase one aerial bucket truck for the Department of Utilities (DOU), which will be used to remove, install and service advanced metering devices on various structures such as light poles, street lights and water tanks. Due to their location on certain structures, these devices are sometimes difficult to reach and require the use of an aerial lift truck to service.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

**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 vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

**Sustainability:** The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083). The aerial bucket truck will include the JEMS (Jobsite Energy Management System) hybrid system, which includes hybrid batteries that power the aerial device, thereby eliminating engine idling and subsequently reducing fuel consumption and exhaust emissions.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The Department of General Services (DGS), Fleet Management Division, has a customer requirement to purchase one aerial bucket truck for the Department of Utilities (DOU), which will be used to remove, install and service advanced metering devices on various structures such as light poles, street lights and water tanks. Due to their location on certain structures, these devices are sometimes difficult to reach and require the use of an aerial bucket truck to service.

After reviewing the available purchase options, Fleet Management has determined that using the recommended cooperative purchase agreement with NJPA and Altec Industries, Inc. represents the most advantageous and efficient purchasing strategy. Developing vehicle specifications and a bid for this purchase requires a great deal of staff time. The recommended cooperative purchase agreement will save this staff time, meet the City's needs, and allow this purchase to be completed prior to the end of FY2013/14. The cooperative purchase contract was competitively bid nationally, and NJPA receives greater discounts from the manufacturer, due to a higher purchase volume, than the City would receive if issuing its own bid for a single purchase.

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.

**Financial Considerations:** The recommended purchase will be made from the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501) and charged to the DOU multi-year operating project (MYOP) for replacement vehicles and equipment (I06013140, Water Fund, Fund 6005).

This purchase will require a transfer of \$179,230 in expenditure budget from the DOU FY2013/14 operating budget (Water Fund, Fund 6005) to its MYOP (I06013140, Water Fund, Fund 6005), and an equivalent increase in the DGS FY2013/14 expenditure and revenue budgets (Fleet Fund, Fund 6501). Budget transfers are required because the aerial bucket truck is an addition to the City fleet and is not part of the FY2013/14 vehicle replacement budget. DOU has an operational need for this vehicle because it currently does not have an aerial bucket truck in its fleet to support the required work on certain advanced metering devices. Sufficient funds are available to support this transfer. Sufficient funding will be available in all budgets noted above to make the recommended purchase once this transfer is complete.

**Local Business Enterprise (LBE):** Altec Industries, Inc. is not a local business enterprise. Cooperative purchase agreements are created, evaluated, and awarded by other governmental agencies that may or may not have similar local business enterprise programs.

## RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

June 10, 2014

### COOPERATIVE PURCHASE AGREEMENT: AERIAL BUCKET TRUCK

#### BACKGROUND

- A. The Department of General Services (DGS), Fleet Management Division, has a customer requirement to purchase one aerial bucket truck for the Department of Utilities (DOU), which will be used to remove, install and service advanced metering devices on various structures such as light poles, street lights and water tanks.
- B. The recommended purchase will be made from the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501) and charged to the DOU multi-year operating project ("MYOP") for replacement vehicles and equipment (I06013140, Water Fund, Fund 6005).
- C. This purchase will require a transfer of \$179,230 in expenditure budget from the DOU FY2013/14 operating budget (Water Fund, Fund 6005) to its MYOP for replacement vehicles and equipment (I06013140, Water Fund, Fund 6005), and an equivalent increase in the DGS FY2013/14 expenditure and revenue budgets (Fleet Fund, Fund 6501). Budget transfers are required because the aerial bucket truck is an addition to the City fleet and is not part of the FY2013/14 vehicle replacement budget. DOU has an operational need for this vehicle because it currently does not have an aerial bucket truck in its fleet to support the required work. Sufficient funds are available to support this transfer and sufficient funding will be available in all budgets noted above to make the recommended purchase once the budget adjustments are completed.

#### 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 DOU FY2013/14 operating budget (Water Fund, Fund 6005) in the amount of \$179,230.
- Section 2. The City Manager or the City Manager's designee is hereby authorized to increase the expenditure budget in the DOU MYOP for replacement vehicles and equipment (I06013140, Water Fund, Fund 6005) in the amount of \$179,230.
- Section 3. The City Manager or the City Manager's designee is hereby authorized to increase the revenue and expenditure budgets in the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501) in the amount of \$179,230.
- Section 4. The City Manager's administrative authority for modifications to the FY2013/14 revenue and expenditure budgets is hereby reset.



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utilities Equipment with Related Accessories + Supplies

ALTEC Industries, Inc.  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

NJPA Authorized signature: [Signature] Scott Veronen  
NJPA Board Member (Name printed or typed)

Executed this 10 day of April, 20 14 NJPA Contract Number # 031014-ALT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name ALTEC Industries, Inc.

Vendor Authorized signature: Cullen Bull Cullen Bull  
Title: New Equipment Sales - Strategic Accounts (Name printed or typed)

Executed this 10th day of April, 20 14 NJPA Contract Number # 031014-ALT

Home > National Cooperative Contract Solutions > Heavy & Utility Equipment > Altec Industries, Inc.



## Altec Industries, Inc.



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Elana Martinez  
Direct Phone: 205-995-4862  
[elana.martinez@altec.com](mailto:elana.martinez@altec.com)  
[www.altec.com](http://www.altec.com)

Cullen Bull  
Direct Phone: 205-222-0137  
[cullen.bull@altec.com](mailto:cullen.bull@altec.com)  
[www.altec.com](http://www.altec.com)

**Contract#:** 031014-ALT

**Category:** Heavy & Utility Equipment

**Sub Category:** Heavy Construction Equipment

**Description:** Public Utility Equipment

**Maturity Date:** 04/10/2018

Altec Industries, Inc. is the world's leading manufacturer of aerial lifts, digger derricks and specialty equipment for the electric utility, telecommunications, tree care and light and sign maintenance industries. Altec has manufacturing, sales and service facilities located throughout North America and sells and services equipment in over 120 countries. In addition to sales and service, Altec offers operator training, and a host of auxiliary services that include used and rental equipment, and equipment financing.

[Altec Green Fleet](#)

[Altec Products](#)

[Introduction Video](#)



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

for the procurement of

**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES**  
**AND SUPPLIES**

**RFP Opening**

March 11, 2014

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #031014**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 27, 2014 and continuing until March 3, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until March 10, 2014 at 4:30 p.m. Central Standard Time at the above address and opened March 11, 2014 at 8:00 A.M. Central Standard Time.

**RFP Timeline**

**January 27, 2014**

**Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website ([njpacoop.org](http://njpacoop.org)), MERX, [noticetobidders.com](http://noticetobidders.com), [PublicPurchase.com](http://PublicPurchase.com), and Biddingo.**

**February 27, 2014**

**10:00 A.M. Central Standard Time**

**Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)**

**March 3, 2014**

**Deadline for RFP requests and questions**

**March 10, 2014**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**4:30 P.M. Central Standard Time**

**March 11, 2014**

**8:00 A.M. Central Standard Time**

**Public Opening of Proposals**

*Direct questions regarding this RFP to: Maureen Knight at [maureen.knight@njpacoop.org](mailto:maureen.knight@njpacoop.org) or (218)895-4114*

## TABLE OF CONTENTS

1. DEFINITIONS
  - A. Contract
  - B. Currency
  - C. Exclusive Vendor
  - D. FOB
  - E. Hub Partner
  - F. Proposer
  - G. Request for Proposal
  - H. Sourced Goods
  - I. Time
  - J. Total Cost of Acquisition
  - K. Vendor
2. ADVERTISEMENT OF RFP\
3. INTRODUCTION
  - A. About NJPA
  - B. Joint Exercise of Powers Laws
  - C. Why Respond to a National Cooperative Procurement Contract
  - D. The Intent of This RFP
  - E. Scope of This RFP
  - F. Expectations for Equipment/Products and Services Being Proposed
  - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
  - A. Inquiry Period
  - B. Pre-Proposal Conference
  - C. Identification of Key Personnel
  - D. Proposer's Exceptions to Terms and Conditions
  - E. Proposal Format
  - F. Questions & Answers About This RFP
  - G. Modification or Withdrawal of a Submitted Proposal
  - H. Proposal Opening Procedure
5. PRICING
  - A. Line-Item Pricing
  - B. Percentage Discount From Catalog or Category
  - C. Cost Plus a Percentage of Cost
  - D. Hot List Pricing
  - E. Ceiling Price
  - F. Volume Price Discounts/ Additional Quantities
  - G. Total Cost of Acquisition
  - H. Sourced Equipment/Products/ Open Market Items
  - I. Price and Product Changes
  - J. Payment Terms
  - K. Sales Tax
6. EVALUATION OF PROPOSALS
  - A. Proposal Evaluation Process
  - B. Proposer Responsiveness
  - C. Proposal Evaluation Criteria
  - D. Other Consideration
  - E. Cost Comparison
  - F. Marketing Plan
  - G. Certificate Of Insurance
  - H. Order Process and/or Funds Flow
  - I. Administrative Fees
  - J. Value Added
  - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
  - A. Subsequent Agreements
  - B. NJPA Member Sign-up Procedure
  - C. Reporting of Sales Activity
  - D. Audits
  - E. Hub Partner
  - F. Trade-Ins
  - G. Out of Stock Notification
  - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDIITONS
  - A. Advertising a Contract Resulting From This RFP
  - B. Applicable Law
  - C. Assignment of Contract
  - D. List of Proposers
  - E. Captions, Headings, and Illustrations
  - F. Data Practices
  - G. Entire Agreement
  - H. Force Majeure
  - I. Gratuities
  - J. Hazardous Substances
  - K. Licenses
  - L. Material Suppliers and Sub-Contractors
  - M. Non-Wavier of Rights
  - N. Protests of Awards Made
  - O. Suspension or Disbarment Status
  - P. Affirmative Action and Immigration Status Certification
  - Q. Severability
  - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
- L. Shipping Requesting Pricing Changes

## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

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

### **C. 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 nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

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

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

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

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## **2 ADVERTISEMENT OF RFP**

**2.1** NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, PublicPurchase.com, MERX and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

**3.1** 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 and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies 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](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**3.3.1** **Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### **B. JOINT EXERCISE OF POWERS LAWS**

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. 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..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be

found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

**3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

**3.11.4** Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

**3.12 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA’s national membership. It is NJPA’s intent and desire to award a contract to a single exclusive Vendor to serve our membership’s needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

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

**3.14 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 authorized 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.

**3.15 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.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**.

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not limited to:

**3.17.1.1** Aerial lifts, Bucket Trucks, Directional Drilling, and Diggers.

**3.17.1.2** This solicitation shall NOT be construed to include: “Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies” or Chassis only solutions.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products 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. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 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 Member agencies.

**3.21 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 equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers 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 equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products 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 equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, 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

**3.24.1.3 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 Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

**3.24.2** 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 equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** 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 and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, 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. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 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.

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**3.29 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 and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 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 EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, 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.

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

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

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

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

**3.34 Delivered and operational:** Products/equipment 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.

**3.35 Warranty:** The Proposer 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 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 non-award.

**3.36 Additional Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; 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 products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment 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 Members' needs.

## **4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

### B. PRE-PROPOSAL CONFERENCE

**4.2** 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 and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** 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.

**4.4** 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.

### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

4.6 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.

## E. PROPOSAL FORMAT

4.7 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.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or-flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 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.

4.12 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.

4.12.1 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.

**4.13** 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.

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

**4.14.1** Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** 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

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. 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 (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** 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.

**4.18** 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.

**4.19** 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.

**4.20** 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](http://www.njpacoop.org) by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except 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.

**4.21** 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

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. 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.

**4.23 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. 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.

**4.24 Value added equipment/products and 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 EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”, and advances to provide equipment/products/services or 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 equipment/products/services and training. Value added could include areas of equipment, 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.

**4.25 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 process to purchase equipment/products and related 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 and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related 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.

**4.27 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 e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 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.

## H. PROPOSAL OPENING PROCEDURE

**4.29** Sealed and properly identified Proposer’s Responses for this RFP entitled “PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES” will be received by Maureen

Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation 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 Maureen Knight 202 12th 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 **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

## **5 PRICING**

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

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. 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 copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

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

**5.4** All Proposers will be required to submit "Primary Pricing" in the form of either "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 such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

### **A. LINE-ITEM PRICING**

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related 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/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

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

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**5.8** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able 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/equipment and related services.

**5.9** All products/equipment and related 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.

**5.10** Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published 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**

**5.11** A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

**5.14** When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

#### **C. COST PLUS A PERCENTAGE OF COST**

**5.15** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### **D. HOT LIST PRICING**

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related 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.

#### **E. CEILING PRICE**

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

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

## F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20** Proposers are free to offer volume commitment discounts from the contract 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.

**5.21** 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, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** 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.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

## G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

## H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

**5.30** 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." A signed Price and Product Change form will be returned to vendor contact via email.

**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

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

**5.34** DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35** PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2** *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. 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. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. 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.

**5.38** 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.

**5.39** 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.

**5.40** All equipment/products and 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.

**5.41** 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. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

## J. PAYMENT TERMS

**5.42** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The "Purchase Option" at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## K. SALES TAX

**5.44** Sales and other taxes 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 the Vendor. When ordering, 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.

## L. SHIPPING

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. 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. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** 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.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of 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.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/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 non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment 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.

## **6 EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. 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. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** 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

Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

## B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6** Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if “not applicable” is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty

**6.8.9** Equipment/Products/Services

**6.8.10** Pricing & Delivery

**6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

#### D. OTHER CONSIDERATION

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** 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.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related 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.

**6.14** 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.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### E. COST COMPARISON

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** 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) equipment/products and related services may be selected by the NJPA Evaluation 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.

#### F. MARKETING PLAN

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the

commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

**6.19.7** An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

#### H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Please propose an order process and funds flow. 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. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

#### I. ADMINISTRATIVE FEES

**6.29** 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:

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

**6.29.2** Included in, and not added to, the pricing included in Proposer’s Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer’s Questionnaire Form P.

#### J. VALUE ADDED

**6.31 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.

**6.32 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.

**6.33** Value added equipment/products and 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 EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", 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 equipment/products and 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.

**6.34 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 process to purchase product/equipment and related 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 and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**6.35 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related 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.

**6.36 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 e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 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.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

## K. WAIVER OF FORMALITIES

**6.39** 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.

## 7 POST AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related 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 product/equipment and related 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.

**7.2 Governing Law.** Purchase Orders 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 party 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.

**7.3 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 formally 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, intent or currently established terms and conditions contain in this RFP document.

**7.4 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, standalone 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 as a part or within the scope of the awarded Contract.

**7.5 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 product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. 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

**7.6** 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 with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related 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 provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

#### D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. 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 under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and 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.

#### G. OUT OF STOCK NOTIFICATION

**7.12** 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

**7.13** 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. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** 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.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- 7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** 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. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** 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.

**7.16** 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. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

**7.17** 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.

**7.18** 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.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** 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,

**7.19.2** 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.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** 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.

### **B. APPLICABLE LAW**

**8.2 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 product/equipment and services procured there from.

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**8.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** 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 unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other 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.

**8.8 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.

**8.9 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.

**8.10 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 hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**8.12** 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 change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** 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.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** 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 equipment/products and 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.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

## L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

## M. NON-WAIVER OF RIGHTS

**8.24** 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.

## N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. 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) calendar days after the public notice or announcement of the award. A protest must include:

**8.25.1** The name, address and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the Representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency 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.

## P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** 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 an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** 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.

## 9 FORMS

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. 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. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**", industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related 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/equipment and related services 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/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining 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."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

**Proposer's Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

**Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
 Yes  No
  - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

**Other Cooperative Procurement Contracts**

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) Identify any GSA Contracts held or utilized by the Proposer.
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits 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.
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?  
 Yes  No Explain and demonstrate your commitment and/or restrictions.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added**

- 44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training?  Yes  No
- 45) Is this training standard as a part of a purchase or optional?
- 46) Describe current technological advances your proposed equipment/products and related services offer.
- 47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**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**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception		

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP #031014**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,**

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", 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 propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal 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)**

**NJPA** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number # 031014**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number # 031014**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number # 031014**

**PROPOSER ASSURANCE OF COMPLIANCE**



**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 equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, 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 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 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 equipment/products 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 and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; 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. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

\_\_\_\_\_  
(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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **“PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer’s Ability to Sell and Deliver Service Nationwide	100	
Proposer’s Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) 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).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Provide your NJPA customer volume rebate programs, as applicable.
- 17) 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 charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 19) 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 **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
  - \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry Specific Items**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

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." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

*NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

### Section 2. Vendor Name and Type of Change Request

AWARDED  
VENDOR NAME:

\_\_\_\_\_

NJPA  
CONTRACT  
NUMBER:

\_\_\_\_\_

*CHECK ALL CHANGES THAT APPLY:*

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.**

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", 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 propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: ALTEC Industries, Inc. Date: 3/5/2014

Company Address: 33 Inverness Center Parkway

City: Birmingham State: AL Zip: 35242

Contact Person: Cullen Bull Title: New Equipment Sales - Strategic Accounts

Authorized Signature (ink only): Cullen Bull Cullen Bull  
(Name printed or typed)



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

---

### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes                       No

---

### Section 5. Signatures

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date

---

**FORM G  
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

Possible Points	Altec Industries, Inc.	Bandit Industries, Inc.	Ditch Witch (The Charles Machine Works)		Felling Trailers, Inc.	Gradall Industries, Inc.	Hol-Mac Corporation	Ken's Truck Repair, Inc.	Northrup Grumman	Progressive Innovations, LLC	Thompson Pump & Manufacturing, Inc.
Conformance to terms and conditions to include documentation											
Pricing	50	46.25	45.00	45.25	45.25	43.00	41.25	43.00	46.25	46.00	46.25
Financial, Industry and Marketplace Successes	400	331.25	300.00	302.50	308.75	293.75	313.75	302.50	331.25	325.00	321.25
Bidder's Ability to Sell and Service Contract Nationally	75	65.50	61.75	61.75	64.25	64.50	60.00	52.50	63.75	55.00	59.00
Bidder's Marketing Plan	100	83.75	76.75	82.50	83.75	77.50	70.50	51.25	61.25	35.00	71.75
Value Added Attributes	50	43.75	42.00	38.75	43.75	40.75	43.75	40.50	42.50	30.00	43.75
Warranty Coverages and Information	75	66.25	65.00	66.75	68.25	66.25	65.00	60.75	63.75	63.75	65.00
Selection and Variety of Products and Services Offered	50	45.00	45.00	45.00	45.00	45.00	45.00	45.00	46.25	45.00	45.00
<b>Total Points</b>	<b>1,000</b>	<b>863.00</b>	<b>803.00</b>	<b>818.75</b>	<b>832.75</b>	<b>798.25</b>	<b>800.50</b>	<b>720.50</b>	<b>808.75</b>	<b>727.25</b>	<b>808.25</b>

*[Signature]*  
Tracy Plinske, NJPA  
4/1/2014

*[Signature]*  
Keith Hanson, CPA, NJPA  
4/1/2014

*[Signature]*  
Gregg Meierhofer, CPPB, NJPA  
4/1/2014

*[Signature]*  
Maureen Knight, BBA, JD, NJPA  
4/1/2014

<u>Item #</u>	<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>2014 NJPA Price</u>
1	AT200AV	Telescopic Aerial Device (Non-Insulated)	BASE	\$59,055
2	AT200AV	Secondary Stowage System	EDC	\$1,079
3	AT200AV	Air Line To The Platform	AL	\$121
4	AT200A	Telescopic Aerial Device (Non-Insulated)	BASE	\$69,587
5	AT200A	Secondary Stowage System	EDC	\$1,112
6	AT200A	Air Line To The Platform	AL	\$121
7	AT200A	Gas Engine	GAS	-\$3,682
8	AT200A	JEMS Hybrid Solution	HYBRID	\$29,183
9	AT200A	All Wheel Drive	AWD	\$5,069
10	AT237	Articulating Telescopic Aerial Device (Non-Insulated)	BASE	\$88,492
11	AT237	35' Boom Height (AT235)	US35	-\$1,913
12	AT237	Secondary Stowage System	EDC	\$1,112
13	AT237	Air Line To The Platform	AL	\$130
14	AT237	Gas Engine	GAS	-\$4,312
15	AT237	JEMS Hybrid Solution	HYBRID	\$29,183
16	AT237	All Wheel Drive	AWD	\$5,069
17	AP45A	Telescopic Aerial Cable Placer (Non-Insulated)	BASE	\$197,864
18	AP45A	All Wheel Drive	AWD	\$23,008
19	AT30-G	Telescopic Aerial Device (Insulated)	BASE	\$75,302
20	AT30-G	Secondary Stowage System	EDC	\$1,112

21	<b>AT30-G</b>	Gas Engine	<b>GAS</b>	-\$4,508
22	<b>AT30-G</b>	JEMS Hybrid Solution	<b>HYBRID</b>	\$29,183
23	<b>AT30-G</b>	All Wheel Drive	<b>AWD</b>	\$5,069
<hr/>				
24	<b>AT37-G</b>	Articulating Telescopic Aerial Device (Insulated)	<b>BASE</b>	\$86,068
25	<b>AT37-G</b>	40' Boom Height (AT40-G)	<b>US40</b>	\$1,933
26	<b>AT37-G</b>	35' Boom Height (AT35-G)	<b>US35</b>	-\$492
27	<b>AT37-G</b>	Secondary Stowage System	<b>EDC</b>	\$1,112
28	<b>AT37-G</b>	H Frame Outriggers, Wooden Outrigger Pads, and Pad Holders	<b>HFO</b>	\$2,933
29	<b>AT37-G</b>	Gas Engine	<b>GAS</b>	-\$4,508
30	<b>AT37-G</b>	JEMS Hybrid Solution	<b>HYBRID</b>	\$29,183
31	<b>AT37-G</b>	All Wheel Drive	<b>AWD</b>	\$5,069
<hr/>				
32	<b>AT40M</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$112,202
33	<b>AT40M</b>	Non-Material Handling Platform (AT40P)	<b>PERSONEL</b>	-\$2,940
34	<b>AT40M</b>	Articulating Telescopic Aerial Device (Non-Insulated AT40S)	<b>PERSONEL</b>	-\$2,646
35	<b>AT40M</b>	JEMS Hybrid Solution	<b>HYBRID</b>	\$29,183
36	<b>AT40M</b>	All Wheel Drive	<b>AWD</b>	\$5,069
<hr/>				
37	<b>L37M</b>	Overcenter Articulating Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$108,302
38	<b>L37M</b>	JEMS Hybrid Solution	<b>HYBRID</b>	\$29,183
39	<b>L37M</b>	All Wheel Drive	<b>AWD</b>	\$5,069
<hr/>				
40	<b>L45M</b>	Overcenter Articulating Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$150,924

41	<b>L45M</b>	Overcenter Articulating Aerial Device - Personnel (insulated L45P)	<b>US45P</b>	-\$5,390
42	<b>L45M</b>	42' Boom Height (L42M)	<b>US42</b>	-\$2,350
43	<b>L45M</b>	42' boom height - personnel (insulated L42P)	<b>US42P</b>	-\$1,453
44	<b>L45M</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$49,206
45	<b>L45M</b>	All Wheel Drive	<b>AWD</b>	\$22,168
<hr/>				
46	<b>LR756</b>	Overcenter Articulating Aerial Device (Insulated)	<b>BASE</b>	\$138,328
47	<b>LR756</b>	58' Boom Height (LR758)	<b>US58</b>	\$1,105
48	<b>LR756</b>	60' Boom Height (LR760)	<b>US60</b>	\$1,632
49	<b>LR756</b>	Engine Start/Stop With Secondary Stowage System	<b>EDC1</b>	\$2,584
50	<b>LR756</b>	Integrated Hybrid Solution (Freightliner Chassis)	<b>HYBRID</b>	\$41,820
51	<b>LR756</b>	All Wheel Drive	<b>AWD</b>	\$26,900
<hr/>				
52	<b>LR756RM</b>	Overcenter Articulating Aerial Device (Insulated)	<b>BASE</b>	\$147,110
53	<b>LR756RM</b>	58' Boom Height (LR758-RM)	<b>US55</b>	\$1,105
54	<b>LR756RM</b>	60' Boom Height (LR760-RM)	<b>US60</b>	\$1,632
55	<b>LR756RM</b>	Engine Start/Stop With Secondary Stowage System	<b>EDC1</b>	\$2,584
56	<b>LR756RM</b>	Integrated Hybrid Solution (Freightliner Chassis)	<b>HYBRID</b>	\$41,820
57	<b>LR756RM</b>	All Wheel Drive	<b>AWD</b>	\$21,428
<hr/>				

58	<b>LR760-E70</b>	Overcenter Articulating Aerial Device (Insulated)	<b>BASE</b>	\$160,362
59	<b>LR760-E70</b>	Engine Start/Stop With Secondary Stowage System	<b>EDC1</b>	\$2,584
60	<b>LR760-E70</b>	Integrated Hybrid Solution (Freightliner Chassis)	<b>HYBRID</b>	\$41,820
61	<b>LR760-E70</b>	All Wheel Drive	<b>AWD</b>	\$23,483
62	<b>TA45M</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$147,652
63	<b>TA45M</b>	41' Boom Height (TA41M)	<b>US41</b>	-\$1,966
64	<b>TA45M</b>	Non-Material Handling Platform (ONLY FOR 45' BOOM HEIGHT-TA45)	<b>PERSONEL</b>	-\$4,937
65	<b>TA45M</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$40,456
66	<b>TA45M</b>	All Wheel Drive	<b>AWD</b>	\$23,483
67	<b>TA50</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$167,280
68	<b>TA50</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$40,492
69	<b>TA50</b>	All Wheel Drive	<b>AWD</b>	\$23,483
70	<b>TA60</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$184,997
71	<b>TA60</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>US55</b>	-\$2,750
72	<b>TA60</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$40,492
73	<b>TA60</b>	All Wheel Drive	<b>AWD</b>	\$23,483

74	<b>AA55</b>	Non-Overcenter Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$172,033
75	<b>AA55</b>	Extended Side Reach	<b>ESR</b>	\$3,890
76	<b>AA55</b>	50' Boom Height (AA50)	<b>US50</b>	\$0
77	<b>AA55</b>	60' Boom Height (AA60)	<b>US60</b>	\$5,063
78	<b>AA55</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$42,274
79	<b>AA55</b>	All Wheel Drive	<b>AWD</b>	\$23,483
80	<b>AN55E-OC</b>	Overcenter Articulating Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$168,486
81	<b>AN55E-OC</b>	50' Boom Height (AN50E-OC)	<b>US50</b>	\$719
82	<b>AN55E-OC</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$42,274
83	<b>AN55E-OC</b>	All Wheel Drive	<b>AWD</b>	\$23,483
84	<b>AM55</b>	Overcenter Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$174,411
85	<b>AM55</b>	50' Boom Height (AM50)	<b>US50</b>	\$0
86	<b>AM55</b>	Extended Side Reach	<b>ESR</b>	\$3,231
87	<b>AM55</b>	JEMS Hybrid Solution (excludes extended reach)	<b>HYBRID</b>	\$28,964
88	<b>AM55</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$42,284
89	<b>AM55</b>	All Wheel Drive	<b>AWD</b>	\$23,483
90	<b>AM60</b>	Overcenter Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$185,462
91	<b>AM60</b>	Extended Side Reach (AM60E)	<b>ESR</b>	\$3,231
92	<b>AM60</b>	Air Transportability - C5 & C17 Aircraft Only	<b>ATR2</b>	\$4,919

93	<b>AM60</b>	JEMS Hybrid Solution (excludes extended reach)	<b>HYBRID</b>	\$28,964
94	<b>AM60</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$34,331
95	<b>AM60</b>	All Wheel Drive	<b>AWD</b>	\$20,665
96	<b>AM900P</b>	Non-Overcenter Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$170,797
97	<b>AM900P</b>	Integrated Hybrid Solution	<b>HYBRID</b>	\$36,690
98	<b>AM900P</b>	All Wheel Drive	<b>AWD</b>	\$20,665
99	<b>AM900-E100</b>	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	<b>BASE</b>	\$282,685
100	<b>AM900-E100</b>	All Wheel Drive	<b>AWD</b>	\$21,397
101	<b>A77T</b>	Non-Overcenter Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$229,411
102	<b>A77T</b>	65' Boom Height (A65T)	<b>US65</b>	-\$16,539
103	<b>A77T</b>	70' Boom Height (A70T)	<b>US70</b>	-\$13,058
104	<b>A77T</b>	72' Boom Height (A72T)	<b>US72</b>	-\$6,530
105	<b>A77T</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$183,769
106	<b>A77T</b>	All Wheel Drive	<b>AWD</b>	\$21,397
107	<b>A77T-E93</b>	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	<b>BASE</b>	\$304,975
108	<b>A77T-E93</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$183,769
109	<b>A77T-E93</b>	All Wheel Drive	<b>AWD</b>	\$24,182

110	<b>AH100</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$386,123
111	<b>AH100</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$181,850
112	<b>AH100</b>	All Wheel Drive	<b>AWD</b>	\$20,665
<hr/>				
113	<b>HL125</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$411,967
114	<b>HL125</b>	All Wheel Drive	<b>AWD</b>	\$40,112
<hr/>				
115	<b>AH125</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$547,382
116	<b>AH125</b>	Hydraulic front drive assist	<b>HFD</b>	\$25,182
117	<b>AH125</b>	Track carrier in lieu of chassis	<b>TRACK</b>	\$156,116
118	<b>AH125</b>	Air Transportability - C5 & C17 Aircraft only	<b>AT</b>	\$4,363
119	<b>AH125</b>	SICE (Steel Boom with De-icing Equipment)	<b>ICE</b>	\$29,779
120	<b>AH125</b>	All Wheel Drive	<b>AWD</b>	\$71,546
<hr/>				
121	<b>AH150</b>	Articulating Telescopic Aerial Device with Material Handling (Insulated)	<b>BASE</b>	\$788,532
122	<b>AH150</b>	Hydraulic front drive assist	<b>HFD</b>	\$45,582
123	<b>AH150</b>	Track carrier in lieu of chassis	<b>TRACK</b>	\$264,118
124	<b>AH150</b>	All Wheel Drive (custom chassis)	<b>AWD</b>	\$166,476
<hr/>				
125	<b>DB37</b>	Digger Derrick	<b>BASE</b>	\$127,616
<hr/>				
126	<b>DL45</b>	45' Digger Derrick	<b>BASE</b>	\$181,844

127	<b>DL45</b>	42' Sheave Height (DL42)	<b>US42</b>	-\$489
128	<b>DL45</b>	Boom Tip Winch	<b>BTW</b>	\$740
129	<b>DL45</b>	Remove upper controls and additional accessories	<b>DAA</b>	-\$4,440
130	<b>DL45</b>	RotaFloat	<b>RF</b>	\$1,156
131	<b>DL45</b>	Electronic side load protection (ESLP)	<b>ESLP</b>	\$1,339
132	<b>DL45</b>	All Wheel Drive	<b>AWD</b>	\$23,483
<hr/>				
133	<b>DM47B</b>	47' Digger Derrick (DM47BTR)	<b>BASE</b>	\$183,021
134	<b>DM47B</b>	45' Sheave Height (DM45)	<b>US47</b>	-\$1,281
135	<b>DM47B</b>	50' Sheave Height (DM50)	<b>US45</b>	\$4,703
136	<b>DM47B</b>	Boom Tip Winch	<b>BTW</b>	\$883
137	<b>DM47B</b>	Remove Upper Controls and Additional Accessories	<b>DAA</b>	-\$4,440
138	<b>DM47B</b>	RotaFloat	<b>RF</b>	\$1,156
139	<b>DM47B</b>	Electronic Side Load Protection-eSLP	<b>ESLP</b>	\$1,379
140	<b>DM47B</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$129,272
141	<b>DM47B</b>	All Wheel Drive	<b>AWD</b>	\$24,174
<hr/>				
142	<b>DC47</b>	47' Digger Derrick	<b>BASE</b>	\$187,215
143	<b>DC47</b>	45' Sheave Height (DC45)	<b>US45</b>	-\$1,071
144	<b>DC47</b>	Boom Tip Winch	<b>BTW</b>	\$740
145	<b>DC47</b>	Remove upper controls and additional accessories	<b>DAA</b>	-\$4,440
146	<b>DC47</b>	RotaFloat	<b>RF</b>	\$1,156
147	<b>DC47</b>	Electronic side load protection (ESLP)	<b>ESLP</b>	\$1,339
148	<b>DC47</b>	All Wheel Drive	<b>AWD</b>	\$23,483
<hr/>				
149	<b>D2055B</b>	55' Digger Derrick	<b>BASE</b>	\$219,116
150	<b>D2055B</b>	50' Sheave Height (D2050B)	<b>US50</b>	-\$1,178

151	<b>D2055B</b>	45' Sheave Height (D2045B)	<b>US45</b>	-\$1,482
152	<b>D2055B</b>	Boom Tip Winch	<b>BTW</b>	\$1,723
153	<b>D2055B</b>	Remove Upper Controls and Additional Accessories	<b>DAA</b>	-\$4,440
154	<b>D2055B</b>	10ft. Material Handling Jib	<b>JIB</b>	\$1,071
155	<b>D2055B</b>	RotaFloat	<b>RF</b>	\$1,156
156	<b>D2055B</b>	Electronic Side Load Protection-eSLP	<b>ESLP</b>	\$1,339
157	<b>D2055B</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$167,550
158	<b>D2055B</b>	All Wheel Drive	<b>AWD</b>	\$20,984
<hr/>				
159	<b>D3060B</b>	60' Digger Derrick	<b>BASE</b>	\$237,478
160	<b>D3060B</b>	55' Sheave Height (D3055B)	<b>US50</b>	-\$993
161	<b>D3060B</b>	50' Sheave Height (D3050B)	<b>US45</b>	-\$993
162	<b>D3060B</b>	Boom Tip Winch	<b>BTW</b>	\$1,723
163	<b>D3060B</b>	Remove Upper Controls and Additional Accessories	<b>DAA</b>	-\$4,440
164	<b>D3060B</b>	10ft. Material Handling Jib	<b>JIB</b>	\$1,071
165	<b>D3060B</b>	RotaFloat	<b>RF</b>	\$1,156
166	<b>D3060B</b>	Electronic Side Load Protection-eSLP	<b>ESLP</b>	\$1,339
167	<b>D3060B</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$167,550
168	<b>D3060B</b>	All Wheel Drive	<b>AWD</b>	\$21,007
<hr/>				
169	<b>D4065B</b>	65' Digger Derrick	<b>BASE</b>	\$252,920
170	<b>D4065B</b>	60' Sheave Height (D4060A)	<b>US60</b>	-\$4,216
171	<b>D4065B</b>	Remove Upper Controls and Additional Accessories	<b>DAA</b>	-\$4,440
172	<b>D4065B</b>	10ft. Material Handling Jib	<b>JIB</b>	\$1,071
173	<b>D4065B</b>	RotaFloat	<b>RF</b>	\$1,156
174	<b>D4065B</b>	Electronic Side Load Protection-eSLP	<b>ESLP</b>	\$1,339

175	<b>D4065B</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$179,974
176	<b>D4065B</b>	All Wheel Drive	<b>AWD</b>	\$19,848
177	<b>DT80</b>	Digger Derrick	<b>BASE</b>	\$331,397
178	<b>DT80</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$184,466
179	<b>DT80</b>	All Wheel Drive	<b>AWD</b>	\$20,665
180	<b>HD35A-22</b>	22' Hydraulic Pressure Digger	<b>BASE</b>	\$306,015
181	<b>HD35A-22</b>	17' Digger	<b>HD35-17</b>	-\$930
182	<b>HD35A-22</b>	12' Digger	<b>HD35-12</b>	-\$1,973
183	<b>HD35A-22</b>	10' Digger	<b>HD35-10</b>	-\$2,924
184	<b>HD35A-22</b>	All Wheel Drive	<b>AWD</b>	\$20,665
185	<b>AC18-70B-(HL)</b>	Hydraulic Telescopic Crane	<b>BASE</b>	\$166,148
186	<b>AC18-70B-(HL)</b>	Rear-Mount (AC18-70R-HL)	<b>RM</b>	\$3,774
187	<b>AC18-70B-(HL)</b>	Front Bumper Outrigger	<b>FBO</b>	\$4,788
188	<b>AC18-70B-(HL)</b>	Continuous Rotation (Must Select Front Bumper Outrigger)	<b>UCR</b>	\$3,585
189	<b>AC18-70B-(HL)</b>	Two Piece 24'-40' - Telescopic Side Stow Jib	<b>2JIB</b>	\$4,948
190	<b>AC18-70B-(HL)</b>	One (1) Sheave Load Block With Holder	<b>SHEAVE1</b>	\$1,469
191	<b>AC18-70B-(HL)</b>	Two-Man Platform (30" x 60" - 600lbs. Capacity)	<b>PLAT</b>	\$3,698
192	<b>AC18-70B-(HL)</b>	240' of 9/16" Spin Resistant Cable	<b>RRWR</b>	\$502
193	<b>AC18-70B-(HL)</b>	Foot Throttles At Control Stands	<b>FT</b>	\$358
194	<b>AC18-70B-(HL)</b>	Hose Reel with rollers, bracket and sheave case	<b>HR</b>	\$5,112
195	<b>AC18-70B-(HL)</b>	14" removable railing for flatbed	<b>RRWR</b>	\$2,374

196	<b>AC18-70B-(HL)</b>	Marco marine 19B power block	<b>FT</b>	\$15,646
197	<b>AC18-70B-(HL)</b>	Peterbilt 6x4 chassis with pusher in lieu of standard	<b>PC</b>	\$22,846
198	<b>AC23-95B</b>	Hydraulic Telescopic Crane	<b>BASE</b>	\$197,150
199	<b>AC23-95B</b>	Rear mount (AC23-95R)	<b>RM</b>	\$6,681
200	<b>AC23-95B</b>	Riding Seat (AC23-95S)	<b>RS</b>	\$19,288
201	<b>AC23-95B</b>	Front Bumper Outrigger	<b>FBO</b>	\$4,788
202	<b>AC23-95B</b>	Continuous Rotation (Must Select Front Bumper Outrigger)	<b>UCR</b>	\$3,585
203	<b>AC23-95B</b>	Two Piece 26'-44' - Telescopic Side Stow Jib	<b>2JIB</b>	\$5,736
204	<b>AC23-95B</b>	Two-Man platform (800lbs. Capacity)	<b>PLAT</b>	\$5,736
205	<b>AC23-95B</b>	350' of 9/16" Spin Resistant Cable	<b>RRWR</b>	\$573
206	<b>AC23-95B</b>	One (1) Sheave Load Block With Holder	<b>SHEAVE1</b>	\$2,295
207	<b>AC23-95B</b>	Outrigger Jack Controls At Crane Controls	<b>JC</b>	\$950
208	<b>AC23-95B</b>	12,000 lb Two Speed Winch	<b>12TW</b>	\$1,792
209	<b>AC23-95B</b>	Oil Cooler- 90,000 BTU	<b>OC</b>	\$1,792
210	<b>AC28-103B</b>	Hydraulic Telescopic Crane	<b>BASE</b>	\$228,815
211	<b>AC28-103B</b>	Out And Down Outriggers	<b>ODO</b>	\$7,194
212	<b>AC28-103B</b>	Front Bumper Outrigger	<b>FBO</b>	\$4,788
213	<b>AC28-103B</b>	Continuous Rotation (Must Select Front Bumper Outrigger)	<b>UCR</b>	\$3,585

214	<b>AC28-103B</b>	Two Piece 26'-44' - Telescopic Side Stow Jib	<b>2JIB</b>	\$5,755
215	<b>AC28-103B</b>	Two-Man Platform (800lbs. Capacity)	<b>PLAT</b>	\$5,755
216	<b>AC28-103B</b>	350' of 9/16" Spin Resistant Cable	<b>RRWR</b>	\$577
217	<b>AC28-103B</b>	One (1) Sheave Load Block With Holder	<b>SHEAVE1</b>	\$2,300
218	<b>AC28-103B</b>	Oil Cooler- 90,000 BTU	<b>OC</b>	\$1,792
<hr/>				
219	<b>AC30-103S</b>	Hydraulic Telescopic Crane	<b>BASE</b>	\$252,278
220	<b>AC30-103S</b>	Two Piece 26'-44' - Telescopic Side Stow Jib	<b>2JIB</b>	\$5,755
221	<b>AC30-103S</b>	Two-Man Platform (800lbs. Capacity)	<b>PLAT</b>	\$5,755
222	<b>AC30-103S</b>	350' of 9/16" Spin Resistant Cable	<b>RRWR</b>	\$577
223	<b>AC30-103S</b>	One (1) Sheave Load Block With Holder	<b>SHEAVE1</b>	\$2,300
224	<b>AC30-103S</b>	Enclosed Operator Cab	<b>EOC</b>	\$7,457
225	<b>AC30-103S</b>	Operator Cab AC	<b>CAC</b>	\$5,613
226	<b>AC30-103S</b>	Operator Cab Heat	<b>CH</b>	\$2,662
227	<b>AC30-103S</b>	Centralized Outrigger Controls at Rear	<b>COC</b>	\$362
<hr/>				
228	<b>AC38-127S</b>	Hydraulic Telescopic Crane	<b>BASE</b>	\$270,640
229	<b>AC38-127S</b>	Heavy Lift (AC38-127S-HL)	<b>USHL</b>	\$5,178
230	<b>AC38-127S</b>	103', 5 section boom rear mount (AC38-103S)	<b>BASE</b>	-\$4,960
231	<b>AC38-127S</b>	One Piece 31' - Side Stow Jib	<b>1JIB</b>	\$6,185
232	<b>AC38-127S</b>	Two Piece 31'-55' - Telescopic Side Stow Jib	<b>2JIB</b>	\$7,771
233	<b>AC38-127S</b>	Two-Man Platform (800lbs. Capacity)	<b>PLAT</b>	\$4,814

234	<b>AC38-127S</b>	385' of 5/8" Spin Resistant Cable	<b>RRWR</b>	\$647
235	<b>AC38-127S</b>	One (1) Sheave Load Block With Holder	<b>SHEAVE1</b>	\$2,193
236	<b>AC38-127S</b>	Two (2) Sheave Load Block With Holder	<b>SHEAVE2</b>	\$3,774
237	<b>AC38-127S</b>	Enclosed Operator Cab	<b>EOC</b>	\$7,457
238	<b>AC38-127S</b>	Operator Cab Air Conditioning	<b>CAC</b>	\$5,613
239	<b>AC38-127S</b>	Operator Cab Heat	<b>CH</b>	\$2,662
240	<b>AC38-127S</b>	Centralized Outrigger Controls At Rear	<b>COC</b>	\$362
241	<b>AC38-127S</b>	5,000 lb Auxiliary Winch	<b>5AW</b>	\$11,511
242	<b>AC38-127S</b>	Track Carrier In Lieu Of Chassis	<b>TRACK</b>	\$255,744
<hr/>				
243	<b>PM47025</b>	47' PM Knuckle Boom Crane	<b>BASE</b>	\$205,041
<hr/>				
244	<b>PM16023</b>	33' PM Knuckle Boom Crane	<b>BASE</b>	\$141,299
<hr/>				
245	<b>LS63</b>	63' Hydraulic Telescopic non-insulated aerial - work platform	<b>BASE</b>	\$170,422
<hr/>				
246	<b>RL9</b>	Cable Reel Handling and Pulling Special Purpose Vehicle	<b>BASE</b>	\$166,668
247	<b>RL9</b>	Reel Driver Kit	<b>RD</b>	\$3,382
248	<b>RL9</b>	Air Transportability	<b>AIR</b>	\$4,608
249	<b>RL9</b>	All Wheel Drive	<b>AWD</b>	\$23,483
<hr/>				
250	<b>LP108</b>	Truck-Mounted Underground and Overhead Cable Handler	<b>BASE</b>	\$354,120
251	<b>LP108</b>	Light Duty (LP108L)	<b>LD</b>	-\$86,978
252	<b>LP108</b>	All Wheel Drive	<b>AWD</b>	\$16,830
<hr/>				

253	<b>AD108</b>	Arm-Driven Self-Propelled Cable Handler	<b>BASE</b>	\$137,190
254	<b>HLIW1600T</b>	Hotline Insulator Washer	<b>BASE</b>	\$108,388
255	<b>HLIW1600T</b>	1200 Gallon (HLIW1200T)	<b>G12</b>	-\$1,470
256	<b>DC610</b>	6" capacity disc style chipper with Honda 22 HP engine	<b>BASE</b>	\$13,250
257	<b>DC610</b>	Flag Holders	<b>FH</b>	\$25
258	<b>DC912A</b>	9" Capacity Disc Style Chipper with Kubota 48hp Diesel Engine	<b>BASE</b>	\$23,800
259	<b>DC912A</b>	Cone Holder	<b>CH</b>	\$70
260	<b>DC912A</b>	Flag Holders	<b>FH</b>	\$25
261	<b>DC912A</b>	Wheel Chocks and Holders	<b>WCH</b>	\$133
262	<b>DC1317</b>	13" Capacity Disc Style Chipper with Kubota 74hp Diesel Engine	<b>DC1</b>	\$22,950
263	<b>DC1317HP</b>	13" Capacity Disc Style Chipper with CAT/Perkins 125hp Diesel Engine Tier 3 Flex Engine Only	<b>DC2</b>	\$35,250
264	<b>DC1317HP</b>	13" Capacity Disc Style Chipper with CAT/Perkins 125hp Diesel Engine Tier 4 I Flex Engine Only	<b>DC3</b>	\$41,125
265	<b>DC1317HP</b>	Cone Holder	<b>CH</b>	\$70
266	<b>DC1317HP</b>	Flag Holders	<b>FH</b>	\$25
267	<b>DC1317HP</b>	Wheel Chocks and Holders	<b>WCH</b>	\$133
268	<b>DC1317HP</b>	Winch	<b>WNCH</b>	\$3,100

269	<b>CFD1217</b>	12" Capacity Drum Style Chipper with Kubota 74 hp Engine	<b>DC4</b>	\$27,975
270	<b>CFD1217</b>	Cone Holder	<b>CH</b>	\$70
271	<b>CFD1217</b>	Flag Holders	<b>FH</b>	\$25
272	<b>CFD1217</b>	Wheel Chocks and Holders	<b>WCH</b>	\$133
273	<b>CFD1217</b>	Winch	<b>WNCH</b>	\$3,100
276	<b>AF1160L</b>	132"L x 93"W x 60"H Chip dump body with Class D Hoist (with safety prop) and cutout for "L" box assembly installed on 84" CA with hydraulic brakes	<b>CD1</b>	\$59,438
277	<b>AF1472L</b>	168"L x 93"W x 72"H forestry body with Class E Hoist (with safety prop) and cutout for "L" box assembly installed on 108" CA Ford F750 chassis with air brakes	<b>FB1</b>	\$78,999
278	<b>AF1472L</b>	168"L x 93"W x 72"H forestry body with Class E Hoist (with safety prop) and cutout for "L" box assembly installed on 108" CA Ford F750 chassis with hydraulic brakes	<b>FB2</b>	\$77,525
279	<b>AF1472L</b>	168"L x 93"W x 72"H forestry body with Class E Hoist (with safety prop) and cutout for "L" box assembly installed on 108" CA International 4400 chassis with hydraulic brakes	<b>FB3</b>	\$83,650

280	<b>ACCESSORY OPTIONS</b>	BIODEGRADABLE HYDRAULIC FLUID (Per Gallon)	<b>BDHF</b>	\$39
281	<b>ACCESSORY OPTIONS</b>	Hydraulic Oil Heater, 12V, Adjustable Temperature Range With Programmable Controller	<b>OH</b>	\$1,237
282	<b>ACCESSORY OPTIONS</b>	WATER CASK (Includes Bracket)	<b>BK</b>	\$175
283	<b>ACCESSORY OPTIONS</b>	Hydraulic Oil Cooler, Single Fan	<b>OC</b>	\$372
284	<b>ACCESSORY OPTIONS</b>	Cone Holder, Fold Over Post Style	<b>CH</b>	\$236
285	<b>ACCESSORY OPTIONS</b>	Cab Guard	<b>CG</b>	\$2,429
286	<b>ACCESSORY OPTIONS</b>	Rear Window Guard	<b>RW</b>	\$231
287	<b>ACCESSORY OPTIONS</b>	Ladder Rack - Sloped Aluminum Ladder Rack, Curbside, 102" - 108" L Body	<b>LR</b>	\$518
288	<b>ACCESSORY OPTIONS</b>	COMPARTMENT LIGHTS in Body Compartments (Dome Style)	<b>CL</b>	\$83
289	<b>ACCESSORY OPTIONS</b>	COMPARTMENT LIGHTS in Body Compartments (Rope Style) (Per Compartment)	<b>RL</b>	\$85
290	<b>ACCESSORY OPTIONS</b>	DRILL AUGER SET for UT57 Includes Four (4) 18" Long Augers in Sizes of 9/16", 11/16", 13/16", 15/16"	<b>DRA</b>	\$213
291	<b>ACCESSORY OPTIONS</b>	GAS POWERED GENERATOR. Honda 3500 Watt with cover. Attached to Vehicle with Pins for Easy Removal.	<b>GEN</b>	\$2,600

292	<b>ACCESSORY OPTIONS</b>	HYDRAULIC GENERATOR. 3000-Watt Load Demand with Outlet at Rear of Body and Automatic Throttle Advance. (Connected to GFI at Boom Tip on Non-Insulated Units).	<b>HGEN</b>	\$1,594
293	<b>ACCESSORY OPTIONS</b>	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	<b>HRS</b>	\$1,135
294	<b>ACCESSORY OPTIONS</b>	COMPLETE 9' CROSS-ARM ASSEMBLY. Includes One (1) 9'x3" Cross-arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, and Three (3) Four Way Conductor Holders	<b>CAA</b>	\$1,761
295	<b>ACCESSORY OPTIONS</b>	LOWER TOOL CIRCUIT	<b>LTC</b>	\$352
296	<b>ACCESSORY OPTIONS</b>	MULTIPLE CONDUCTOR ROLLER. Attaches to End of Jib for Lifting Phases.	<b>MCR</b>	\$501
297	<b>ACCESSORY OPTIONS</b>	JIB ADAPTER. Jib adapter is for Altec 4.1" x 4.1" Square Jibs (Square to Round Conversion)	<b>MCR1</b>	\$495
298	<b>ACCESSORY OPTIONS</b>	EXTRA MANUAL	<b>PSM</b>	\$62

299	<b>ACCESSORY OPTIONS</b>	PURE SINE WAVE INVERTER.1800 Watts Continuous. 100-VAC Outlet at Rear of Body.	<b>PSWI</b>	\$2,117
300	<b>ACCESSORY OPTIONS</b>	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet at Rear.	<b>PSWI2</b>	\$2,525
301	<b>ACCESSORY OPTIONS</b>	PURE SINE WAVE INVERTER.3400 Watts Continuous. GFCI Outlet at Rear.	<b>PSWI3</b>	\$3,226
302	<b>ACCESSORY OPTIONS</b>	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	<b>VRC</b>	\$161
303	<b>ACCESSORY OPTIONS</b>	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	<b>VRI</b>	\$198
304	<b>ACCESSORY OPTIONS</b>	RADIO REMOTE CONTROLS (Required with Platfrom)	<b>RADIO</b>	\$9,555
305	<b>ACCESSORY OPTIONS</b>	AERIAL DEVICES AND DIGGER DERRICKS. (1) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at Least 3 months in Advance.	<b>SENTRY1</b>	\$3,574
306	<b>ACCESSORY OPTIONS</b>	CRANES. (2) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at least 3 Months in Advance.	<b>SENTRY2</b>	\$5,004

307	<b>ACCESSORY OPTIONS</b>	8-POINT HEX SOCKET SET. Set Includes Thirteen (13) Deep Well Sockets of Sizes 3/8" Thru 1-1/8"	<b>HSS8</b>	\$173
308	<b>ACCESSORY OPTIONS</b>	6-POINT HEX SOCKET SET. Set Includes Eleven (11) Deep Well Sockets of Sizes 1/2" Thru 1-1/8"	<b>HSS</b>	\$283
309	<b>ACCESSORY OPTIONS</b>	SOCKET SET for UTS6. Includes Eleven (11) 12-Point Sockets in Sizes of 1" 5/16, 1" 3/8, 1" 7/16, 1" 1/2, 1" 9/16, 1" 5/8, 1" 11/16, 1" 3/4, 1" 13/16, 1" 7/8, 2". All Sockets to be 3/4" Drive.	<b>SOC1</b>	\$217
310	<b>ACCESSORY OPTIONS</b>	ONE (1) POST-MOUNTED SPOTLIGHT. Mounted on Driver's Side of Chassis. Controls are Extended in Cab for Ease of Operation.	<b>SPOT</b>	\$275
311	<b>ACCESSORY OPTIONS</b>	TWO (2) POST-MOUNTED SPOTLIGHTS. Mounted One (1) on Each Side of the Chassis. Controls are Extended in Cab for Ease of Operation.	<b>SPOT1</b>	\$551
312	<b>ACCESSORY OPTIONS</b>	TWO (2) DECK-MOUNTED SPOTLIGHTS. Mounted on Boom Support to Illuminate the Cargo Area. Each Light has Individual On/Off Switch and can be Directed Wherever Required.	<b>SPOT2</b>	\$449

313	<b>ACCESSORY OPTIONS</b>	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	<b>SPOT3</b>	\$477
314	<b>ACCESSORY OPTIONS</b>	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	<b>SPOT4</b>	\$664
315	<b>ACCESSORY OPTIONS</b>	TOOL HOLDER FOR PISTOL GRIP CHAINSAW. Slip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	<b>TH1</b>	\$110
316	<b>ACCESSORY OPTIONS</b>	TOOL HOLDER FOR POLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	<b>TH2</b>	\$186
317	<b>ACCESSORY OPTIONS</b>	TOOL HOLDER FOR CIRCLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	<b>TH3</b>	\$181
318	<b>ACCESSORY OPTIONS</b>	TOOL HOLDER FOR PRUNER. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	<b>TH4</b>	\$181

319	<b>ACCESSORY OPTIONS</b>	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS. Clip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	<b>TH5</b>	\$202
320	<b>ACCESSORY OPTIONS</b>	TOOL HOSES. Second Set. 8' of 3/8" Non-Conductive Orange Hose with Clear Hose Guard on Both Ends. HTMA Couplers Installed Each End. One (1) set of Hoses Come with Vehicle when a Hydraulic Upper Tool is Ordered.	<b>THS</b>	\$105
321	<b>ACCESSORY OPTIONS</b>	HYDRAULIC JACK. 12-Ton with Handle and 4-Way Lug Wrench	<b>TJ</b>	\$209
322	<b>ACCESSORY OPTIONS</b>	TOOL TRAY. Fiberglass, Clips to Outside of Platform With or Without Liner	<b>TT</b>	\$70
323	<b>ACCESSORY OPTIONS</b>	Radial Outriggers, Folding Shoe, 164 Inch Max Spread (Only Available for D2000, D3000, and D4000 Digger Derricks)	<b>RO</b>	\$2,281
324	<b>ACCESSORY OPTIONS</b>	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	<b>DP</b>	\$615

325	<b>ACCESSORY OPTIONS</b>	AERIAL DEVICE PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	<b>PMA</b>	\$1,224
326	<b>ACCESSORY OPTIONS</b>	DIGGER DERRICK PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	<b>PMD</b>	\$1,429
327	<b>ACCESSORY OPTIONS</b>	CRANE PM - Annual Preventative Maintenance Inspection - Inspection Includes Materials, Filters, Lubrication, Supplies, EDF Where Applicable, Dielectric Test of Fiberglass Boom, ISO Grip Controller Test, Liner Dry Test, and Travel To and From Location. (Price is Per Year)	<b>PMC</b>	\$1,837

328	<b>TOOL OPTIONS</b>	UHC – MY-TE HY3DHydraulic capstan. Includes a hydraulic foot valvefor operation and a mounting bracket. 800lb single line or 1600lb double line lift.	<b>UHC</b>	\$2,606
329	<b>TOOL OPTIONS</b>	UHPP – Hydraulic pole puller. Used to pull poles for replacement. Comes with 7' of 1/2" high tensile chain and a base. Powered bylower tool circuit at 8 gpm.	<b>UHPP</b>	\$969
330	<b>TOOL OPTIONS</b>	UHT – Hydraulic tamp. With kidney-shaped head used for back- filling a pole hole. Comes with 3' hose whips and a 3' handle. Powered by lower tool circuit at 8 gpm. Provides 1600 blows perminute with a 2 1/2" stroke.	<b>UHT</b>	\$1,446
331	<b>TOOL OPTIONS</b>	UTS1 – Hydraulic chainsaw, pistol grip. Dual-spool (will work oneither an open center or closed center system) 15" cutting capacitystandard other lengths available.	<b>UTS1</b>	\$1,056

332	<b>TOOL OPTIONS</b>	UTS2 – Hydraulic pole saw. Featuring fiberglass poles and automatic chain oiling. Dual-spool (will work on either an opencenter or closed center system) 15" bar 5' handle. No other lengthbar is available.	<b>UTS2</b>	\$1,320
333	<b>TOOL OPTIONS</b>	UTS3 – Hydraulic circle saw. Featuring fiberglass pole and angled head and special trigger guard that de-activates the saw if removed. Dual-spool (will work on either an open center or closed centersystem) 9" diameter blade.	<b>UTS3</b>	\$1,325
334	<b>TOOL OPTIONS</b>	UTS4 – Hydraulic pruner. Overall length of 84" with a cuttingcapacity of 2 1/4". Pruner has a special trigger guard that de-activates the pruner if removed. This tool is dedicated or will onlywork on open or closed system.	<b>UTS4</b>	\$1,220
335	<b>TOOL OPTIONS</b>	UTS5 – Hydraulic sump pump. Includes 25' of 2 1/2" water hose with fitting for attachment to sump pump. Pump will move 375gpm at a 10' height at 8 gpm. Powered by lower tool circuit.	<b>UTS5</b>	\$2,011

336	<b>TOOL OPTIONS</b>	<p>UTS6 – Hydraulic impact wrench. Maximum output torque of upto 1200 ft/lbs. comes with 3/4" square drive standard. Can be used as drill or as impact. Sockets are available as accessories. This is a dedicated tool and will be matched to the unit system provided.</p>	<b>UTS6</b>	\$2,059
337	<b>TOOL OPTIONS</b>	<p>UTS7 – Hydraulic drill. Uses standard 1/2" Jacobs chuck, and with the correct bits handle drilling wood, metal or masonry. Speed and torque proportional to flow and pressure of tool system. Drill has dual-spool for open and closed center system.</p>	<b>UTS7</b>	\$1,302
338	<b>TOOL OPTIONS</b>	<p>UTW – Hydraulic impact wrench. Maximum output torque of 400ft/lbs. Comes with 7/16" quick change chuck to 1/2" drive with adapter. Can be used as drill or as impact. Sockets and drill bits are available as accessories.</p>	<b>UTW</b>	\$927

339	<b>WINCH OPTIONS</b>	<p>ECP – MY-RE Electric capstan package. Includes a 12-VDC utility capstanhoist with lb. single-line and 1600-lb. double-line capacity. Usually mounted on curbside rear of vehicle with drum to outside. Worm gear system for positive load handling. No extended shaft. (Does not Include Accessories)</p>	<b>ECP</b>	\$2,161
340	<b>WINCH OPTIONS</b>	<p>GNT – Mid-ship two-speed winch continuous duty planetary drive. 15,000 lb. bare drum capacity, powered level wind, and under floor operation. Swivel sheave at rear and 1,000 ft. of 7/16" cable with eye in one end are provided. Controls for winch, dog, and brake are located in light channel curbside rear. Winch is air shifted with mechanical drum brake. An extended shaft with body tunnel and door collar is provided. Front compartment on street side is default for winch motor and hydraulics.</p>	<b>GNT</b>	\$23,597

341	<b>WINCH OPTIONS</b>	MOUNTED HYDRAULIC CAPSTAN. Mounted Curbside on Front Frame Extension Curbside. (NOTE: May Not Be Required if Truck Has Midship Winch with WES Option)	<b>MHC</b>	\$4,530
342	<b>WINCH OPTIONS</b>	Braden PD35 Bumper Package, 35,000 LB Planetary Gear Single- Speed Hydraulic Winch With Tool Boxes And RH Extended Shaft. Includes 150' of 3/4 Cable and controls in cab and on bumper.	<b>MHW35</b>	\$15,984
343	<b>WINCH OPTIONS</b>	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside. Bumper Package Includes a Four-Way Roller, Gravel Guard, Access Door, Winch Dog, and Two (2) Tow Eyes. Winch Comes with 150' of 1/2" Cable with an Eye in One End. Air Controls are Located Inside the Cab and on the Front Winch.	<b>MHW</b>	\$7,746

344	<b>WINCH OPTIONS</b>	CR REEL BAYONET CAPSTAN. 20" Diameter Collapsible Reel for Wire Take Up and a 7" Bayonet Capstan Drum that Fits Any of the Winch Extended Shafts Provided.	<b>UHB</b>	\$1,243
345	<b>WINCH OPTIONS</b>	Aluminum Bayonet Capstan Drum (fits any winch extended shaft)	<b>UHBD</b>	\$530
346	<b>DIGGER DERRICK AUGER OPTIONS</b>	9" Diameter Dirt Auger Full Flight	<b>UA09</b>	\$860
347	<b>DIGGER DERRICK AUGER OPTIONS</b>	12" Diameter Dirt Auger Full Flight	<b>UA12</b>	\$958
348	<b>DIGGER DERRICK AUGER OPTIONS</b>	18" Diameter Dirt Auger Full Flight	<b>UA18</b>	\$1,152
349	<b>DIGGER DERRICK AUGER OPTIONS</b>	24" Diameter Dirt Auger Full Flight	<b>UA24</b>	\$1,366
350	<b>DIGGER DERRICK AUGER OPTIONS</b>	30" Diameter Dirt Auger Full Flight	<b>UA30</b>	\$1,820
351	<b>DIGGER DERRICK AUGER OPTIONS</b>	9" Rock Ripper Auger Full Flight	<b>UAR09</b>	\$1,028
352	<b>DIGGER DERRICK AUGER OPTIONS</b>	12" Rock Ripper Auger Full Flight	<b>UAR12</b>	\$1,029

353	<b>DIGGER DERRICK AUGER OPTIONS</b>	18" Rock Ripper Auger Full Flight	<b>UAR18</b>	\$1,306
354	<b>DIGGER DERRICK AUGER OPTIONS</b>	24" Rock Ripper Auger Full Flight	<b>UAR24</b>	\$1,497
355	<b>DIGGER DERRICK AUGER OPTIONS</b>	30" Rock Ripper Auger Full Flight	<b>UAR30</b>	\$1,524
356	<b>HIGH PRESSURE DIGGER AUGER OPTIONS</b>	10" Diameter Rock Auger for Pressure Digger	<b>PDR10</b>	\$2,315
357	<b>HIGH PRESSURE DIGGER AUGER OPTIONS</b>	18" Diameter Auger for Pressure Digger	<b>PDR18</b>	\$2,522
358	<b>HIGH PRESSURE DIGGER AUGER OPTIONS</b>	24" Diameter Auger for Pressure Digger	<b>PDR24</b>	\$3,787
359	<b>HIGH PRESSURE DIGGER AUGER OPTIONS</b>	36" Diameter Auger for Pressure Digger	<b>PDR36</b>	\$4,112
360	<b>HIGH PRESSURE DIGGER AUGER OPTIONS</b>	48" Diameter Auger for Pressure Digger	<b>PDR48</b>	\$5,032
361	<b>CHASSIS OPTIONS</b>	CREW CAB	<b>CC</b>	\$7,336
362	<b>CHASSIS OPTIONS</b>	FORD SUPER CAB	<b>FSC</b>	\$2,003

363	<b>CHASSIS OPTIONS</b>	FORD CREW CAB	<b>FCC</b>	\$2,953
364	<b>CHASSIS OPTIONS</b>	<b>CALIFORNIA EMISSIONS CERTIFICATION</b> from Chassis Supplier that States Engine Supplied is Legal in California	<b>CEC</b>	\$114
365	<b>CHASSIS OPTIONS</b>	DRIVER CONTROLLED LOCKING DIFFERENTIAL	<b>D1</b>	\$1,447
366	<b>CHASSIS OPTIONS</b>	TRACTION TYPE DIFFERENTIAL (No-Spin) / Automatic Type that Transfers Power from Slipping Wheel to Non-Slipping Wheel	<b>D3</b>	\$1,270
367	<b>CHASSIS OPTIONS</b>	DELETE AIR CONDITIONING / Air Conditioning Deleted from Chassis. (Receive Credit on Chassis)	<b>DA</b>	-\$564
368	<b>CHASSIS OPTIONS</b>	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	<b>DSS2</b>	\$1,031
369	<b>CHASSIS OPTIONS</b>	ECB - ENGINE COMPRESSION BRAKE	<b>ECB</b>	\$1,079
370	<b>CHASSIS OPTIONS</b>	ENGINE BLOCK HEATER OEM. 110-VAC	<b>EH</b>	\$97
371	<b>CHASSIS OPTIONS</b>	ENGINE EXHAUST BRAKE	<b>EXB</b>	\$719
372	<b>CHASSIS OPTIONS</b>	WINTERIZATION TO - 47 DEGREES. Drain and Refill Radiator with Antifreeze with Protection Down to - 47 Degrees	<b>H4</b>	\$206

373	<b>CHASSIS OPTIONS</b>	HYDRAULIC TRANSMISSION RETARDER (Only Available for 7000 Series Models)	<b>HTR</b>	\$10,097
374	<b>CHASSIS OPTIONS</b>	TRAILER LIGHTING CABLE. 110" Coiled Electric Cable with 7- Way Female Trailer Plugs on Each End. To Go With Option TBC or TTP. MUST BE SPECIFIED.	<b>MTL</b>	\$45
375	<b>CHASSIS OPTIONS</b>	MOTORIZED SIDE MIRRORS	<b>RM3</b>	\$458
376	<b>CHASSIS OPTIONS</b>	FORD POWER EQUIPMENT (Power Locks and Power Windows)	<b>FE</b>	\$945
377	<b>CHASSIS OPTIONS</b>	FORD CD PLAYER, CRUISE CONTROL & TILT STEERING	<b>FCD</b>	\$508
378	<b>CHASSIS OPTIONS</b>	INTERNATIONAL CD PLAYER, CRUISE CONTROL & TILT STEERING	<b>ICD</b>	\$621
379	<b>CHASSIS OPTIONS</b>	IN-TANK FUEL WARMER. Uses Engine Coolant To Warm Fuel in Tank Before Pumping to Engine. Maximum Heated Temperature for Fuel 80 Degrees Under Any Circumstance.	<b>SEHD</b>	\$969

380	<b>CHASSIS OPTIONS</b>	STANDARD RUSTPROOFING. Manufacturers Standard Rust Proof Installed on Cab and Body and In Doors. RUSTPROOF MATERIAL USED, ANCHOR TUFLEX RP/785, Light Brown in Color	<b>SRP</b>	\$299
381	<b>CHASSIS OPTIONS</b>	INTERNATIONAL SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered. Front Tire	<b>STF</b>	\$1,118
382	<b>CHASSIS OPTIONS</b>	INTERNATIONAL SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered. Rear Tire	<b>STR</b>	\$1,118
383	<b>CHASSIS OPTIONS</b>	FORD SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered.	<b>FS</b>	\$299
384	<b>CHASSIS OPTIONS</b>	SPARE TIRE CARRIER. Mounted in the Cargo Area of Truck with Chain Retainer. Can be Ordered without STA or STB for Use with Previously Owned Spare Tire.	<b>STC</b>	\$278
385	<b>CHASSIS OPTIONS</b>	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	<b>TBE</b>	\$224

386

**CHASSIS  
OPTIONS**

VERTICAL EXHAUST.  
Mounted to Back of  
Cab. Vertical Tailpipe  
with Guard and Grab  
Handle

**VES**

**\$232**

387

**CHASSIS  
OPTIONS**

70 Gallon Fuel Tank  
(International Chassis  
Only)

**FT**

**\$236**

Quoted for: City of Sacramento  
 Customer Contact: Ernesto Martinez  
 Phone: /Fax: /Email:

Quoted by: Michael Freeman  
 Phone: /Fax: /Email: (707) 693-2514 / (707) 678-1819 / Michael.Freeman@altec.com  
 Altec Account Manager: Randy Ecker (916) 792-4314

**REFERENCE ALTEC MODEL**

AT40M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$112,202
-------	--	-----------

Per NJPA Specifications plus Options below

**(A.) NJPA OPTIONS ON CONTRACT (Unit)**

1	AT40M-JEMS	JEMS Hybrid Solution	\$29,183
2			

**(A1.) NJPA OPTIONS ON CONTRACT (General)**

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	\$477
2	DP	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	\$615
3	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
4	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
5	CEC	CALIFORNIA EMISSIONS CERTIFICATION from Chassis Supplier that States Engine Supplied is Legal	\$114
6	FE	FORD POWER EQUIPMENT (Power Locks and Power Windows)	\$945

**NJPA OPTIONS TOTAL: \$143,932**

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	Hybrid Ready Unit, Freight	\$2,642
3	BODY	Custom Service Body w/ Tailshelf, Two (2) Top Opening Boxes, Rubber Belted Step, Class IV Receiver hitch, Combination 2-5/16" Ball and Pintle Hitch w/ D-Rings, Additional Slope Indicators, Cab Center Console, Mounting Bracket, Freight	\$16,721
5	ELECTRICAL	Additional Strobe Light, Whelen TA4437M Light Bar, Federal Signal Highlighter	\$4,974
7	CHASSIS	Ford F550 4x2 6.8L Triton V10 Gas Engine, Power Package	-\$3,218
8	OTHER		

**OPEN MARKET OPTIONS TOTAL: \$21,119**

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$165,051**  
**ESTIMATED TAX (8.5%): \$14,029**  
**Delivery to Customer: \$84**  
**Exempt Licensing: \$65**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$179,230**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified  
**WARRANTY:** 12 months or 12,000 miles parts and labor, 90 days travel charges for chassis and mounted equipment  
**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.  
**CHASSIS:** Per Altec Commercial Standard  
**DELIVERY:** No later than 330-360 days ARO, FOB Customer Location

**TERMS:** Net 30 days  
**FET TAX:** If chassis over 33K GVWR, a 12 % FET may be applied  
**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural  
**BUILD LOCATION:** Dixon, CA

May 8, 2014  
Our 85th Year

ERNESTO MARTINEZ  
916-808-8465  
emartinez@cityofsacramento.org

CITY OF SACRAMENTO CA  
FLEET SERVICES  
8521 LAGUNA STATION RD  
ELK GROVE, CA 95758  
US

**Altec Quotation Number** 253001 - 1  
**Account Manager:** Randy Ecker  
**Inside Sales Rep:** Michael Freeman

**Bill To:**

CITY OF SACRAMENTO CA  
5730 24TH ST BLDG 5  
SACRAMENTO, CA 95822-0000  
United States

**Altec Sales Order(s):**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT40M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features:	1	
	<ul style="list-style-type: none"> <li>A. Ground to Bottom of Platform Height: 39.4 ft at 10.0 ft from centerline of rotation (12 m at 3 m)</li> <li>B. Working Height: 44.4 ft (13.5 m)</li> <li>C. Maximum reach to edge of platform: 29.6 ft at 16.3 ft platform height (9 m at 5 m)</li> <li>D. Rotation: Continuous</li> <li>E. Articulating Arm Articulation: -3 to 74 degrees. Insulator provides a minimum of 9.5 in (241.3 mm) of isolation.</li> <li>F. Articulating arm is of a tubular steel structure. The articulating arm is designed so that the articulating arm and tension link are compensating. By raising the articulating arm only, the lower and upper boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area.</li> <li>G. Lower Boom Articulation: -25 to 75 degrees. Insulator provides a minimum of in (0 mm) of isolation.</li> <li>H. Lower boom is a fabricated, reinforced steel box structure. Polyethylene outer slide pads slide pads and Nylatron GSM inner slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms.</li> <li>I. Telescopic upper boom is constructed of filament wound, square fiberglass, providing a minimum of 31.5 inches (965 mm) of isolation. The inner surface of the fiberglass boom is coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth gelcoat finish.</li> <li>J. The upper boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom.</li> <li>K. Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches.</li> <li>L. Controls for Boom and articulating arm functions are controlled with a single handle control. Control, through non-metallic linkages, actuates the interlock section and four individual boom function valves. The control provides good metering capability</li> </ul>		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<p>at all boom speeds. The single handle control activates Lower Boom—Up and Down, Upper Boom—Extend and Retract, Rotation—Clockwise/Counter-clockwise, and Articulating Arm—Raise and Lower. Unit rotation is accomplished by moving the control from side to side similar to a tiller while upper boom operation is accomplished by twisting the control handle clockwise to retract and counter clockwise to extend.</p> <p><b>M.</b> Lower Controls: A lower control station includes and is located on the of the turntable. A selector valve is provided to override the upper controls.</p> <p><b>N.</b> The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation</p> <p><b>O.</b> Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.</p> <p><b>P.</b> Tool circuit system relief pressure to be set to 2250 psi at 5.5 GPM.</p> <p><b>Q.</b> Unit meets or exceeds ANSI 92.2 standards.</p>		
2.	Pedestal	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
4.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation, Platform-Mounted Single Handle Controls, ARM Jib	1	
5.	Two(2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
6.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
7.	Platform Liner - for one-man fiberglass platform, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV rating (minimum)	1	
8.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi.	1	
9.	Hydraulic Tool Circuit Below Rotation: One set of quick disconnect couplings and control valve for open center tools below rotation. Tool system relief pressure set at 2,250 psi.	1	
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Primary Modified A-Frame Outriggers With Integrated Subbase, fixed shoe, provides 112 inch (2844 mm) maximum spread. Includes motion alarm and outrigger interlocks, which will not allow the unit to be operated until the outriggers have been deployed. For installation on a 30 to 34 inch chassis frame height.	1	
14.	Electric Outrigger Controls: drive hydraulic outrigger control valves. Durable weather proof electronic switches are located at the rear of the unit unless otherwise specified. Use of electronic switches reduces the number of hydraulic hoses and leak points.	1	
15.	Winch load line swivel hook	1	
16.	Altec Aerial Device Powder Painted White	1	
17.	HYBRID READY UNIT: For material handling, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	1	
<b><u>Unit &amp; Hydraulic Acc.</u></b>			
18.	ATM/LR/L JEMS - Jobsite Energy Management System	1	
19.	120VAC Export Power Option - ATM/LR/L JEMS	1	
20.	Cabin Comfort HVAC (Requires 120VAC Export Power Option) - ATM/LR/L JEMS	1	
21.	HVI-22 Hydraulic Oil (Standard).	25	
22.	Standard Pump For PTO	1	
23.	Hot shift PTO for automatic transmission	1	
24.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
25.	Install Tool Circuit with Quick Disconnects, Below Rotation	1	
<b><u>Body</u></b>			
26.	Altec Body	1	
27.	Steel Body	1	
28.	Low-Side General Service (LGS)	1	
29.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		
	B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Hinge Rods Extend Full Length Of Door.		
	C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers And Tread Plate Floor.		
	D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.		
	E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.		
	F. Steel Treated For Improved Primer Bond And Rust Resistance.		
	G. Automotive Type Non-Porous Door Seals Mechanically Fastened To The Door Facing.		
30.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
31.	94 Inch Body Width	1	
32.	40 Inch Body Compartment Height	1	
33.	20 Inch Body Compartment Depth	1	
34.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	
35.	Undercoat Body	1	
36.	5.5 Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
37.	Treadplate On Streetside Compartment Tops (Not a Walking Surface)	1	
38.	Treadplate On Curbside Compartment Tops (Not a Walking Surface)	1	
39.	Custom Body Lighting ROM Corp strip lighting, installed top and sides of each compartment, wired to master switch in cab	1	
40.	Stainless Steel T-Handle One-Point Latches With Locks	1	
41.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
42.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
43.	Chains On All Horizontal Doors	1	
44.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	1	
45.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel (Rear Of Wheel Or Opposite Fuel Fill)	1	
46.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
47.	Two Hotstick Brackets On Streetside	1	
48.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Paddle Latch With Keyed Lock 1-Point T-Handle ILO Paddle Latch		
49.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
50.	Custom 1st Vertical (SS) Compartmentation 34"W, to include:	1	
	a. Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
51.	Custom 2nd Vertical (SS) Compartmentation 24"W, to include:	1	
	a. Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
52.	Custom 1st Horizontal (SS) Compartmentation 50"W, to include:	1	
	a. One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
53.	Custom Rear Vertical (SS) Compartmentation 24"W, to include:	1	
	a. Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
54.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
55.	Custom 1st Vertical (CS) Compartmentation 34"W, to include:	1	
	a. Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
	b. Louvered Panel on Rear Wall to Ventilate Compartment		
56.	Custom 2nd Vertical (CS) Compartmentation 34"W, to include:	1	
	a. Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
57.	Custom 1st Horizontal (CS) Compartmentation 50"W, to include:	1	
	a. One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers		
	b. One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
58.	Custom Rear Vertical (CS) Compartmentation 24"W, to include:	1	
	a. Vacant		
	b. Louvered Panel on Rear Wall For Ventilation of Compartment		

**Body and Chassis Accessories**

59.	Custom Tailshelf Dimensions 29"L steel tailshelf with stair type access steps recessed into curb side	1	
60.	Additional Top Opening Storage Box 1 One (1) installed street side compartment top, one (1) installed curb side compartment top on 1/2" spacers, steel, 132"L x 20"W x 12"H, to include:	2	
	a. Treadplate lid		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	b. Gas Props c. Hasp Lock d. two (2) handles parallel to ground, centered		
61.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
62.	U-Shaped Grab Handle	1	
63.	Small Grab Handle Installed At Rear	1	
64.	ICC (Underride Protection) Bumper Installed At Rear	1	
65.	Combination 2-5/16 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
66.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
67.	Custom Towing Device Receiver Hitch, 2", Class IV	1	
68.	Fold Over, Post Style Cone Holder Two (2), folding base plate with retaining pin, installed street side of tailshelf to tilt toward street	2	
69.	Platform Rest, Rigid with Rubber Tube	1	
70.	Boom Rest for a Telescopic Unit	1	
71.	Plastic Outrigger Pad, 24" x 24" x 1", Black With Handle	2	
72.	Outrigger Pad Holder, 25" L x 25" W x 3" H, Fits 24.5" x 24.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
73.	Pendulum Retainers For Outrigger Pad Holders	2	
74.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
75.	Mud Flap Without Altec Logo (Pair)	1	
76.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1	
77.	Triangular Reflector Kit, Installed	1	
78.	Rear Torsion Bar Installed On Chassis	1	
79.	Send Out for Spring Build Up	1	
80.	Install Counterweight As Needed	1	
81.	Slope Indicator Assembly For Machine With Outriggers	1	
82.	Custom Slope Indicator Additional Slope Indicators, visible from driver's seat	1	
83.	Vinyl manual pouch for storage of all operator and parts manuals	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
84.	Additional Body/Chassis Accessory cab center console/organizer with RAM laptop mounting bracket	1	
85.	Additional Body/Chassis Accessory Accessory light mounting bar constructed of formed channel, installed at front of body with angled bracing, part number 970229469	1	
<b><u>Electrical Accessories</u></b>			
86.	Install secondary stowage system.	1	
87.	Install Remote Start/Stop system in Final Assembly.	1	
88.	Install Outrigger Interlock System	1	
89.	Altec Standard Multi-Point Grounding System	3	
90.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
91.	Altec Standard Amber LED Strobe Light with Brush Guard to include: a. one (1) installed street side on bracket b. one (1) installed curb side on bracket	2	
92.	4-Corner Strobe Lighting, Amber LED  A. Two (2) Hideaway Lights in Front Turn Signals B. Two (2) Round Grommet Mounted Lights at Rear	1	
93.	Custom Light Bar Whelen TA4437M TIR6 SUPER LED SPLIT LIGHT BAR bar system for compartment tops, on top of body at rear each side, controller installed in cab	1	
94.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
95.	PTO Hour Meter, Rectangular With 10,000 Hour Display	1	
96.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure one (1) installed in cab (used to power laptop), one (1) installed curb side of tailshelf rear of steps	2	
97.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
98.	Dash panel rocker switches supplied with Ford Chassis, 4 auxiliary switches supplied in up fitting package from Ford	1	
99.	PTO Indicator Light Installed In Cab	1	
100.	Custom Electrical Option Master Power Disconnect Switch inside cab driver's side	1	
101.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
102.	Additional Electrical Accessory Federal Signal Highlighter Amber LED mini lightbar installed on top of cab	1	
103.	Additional Electrical Accessory Outrigger out of stow warning light, installed on dash	1	
<b><u>Finishing Details</u></b>			
104.	Non-Focus Factory Build	1	
105.	Delivery Of Completed Unit	1	
106.	Powder Coat Unit Altec White	1	
107.	Finish Paint Body Compartment Interiors Altec White	1	
108.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
109.	Custom Non-Skid Coating Color Gray Armorthane with aggregate installed on all walking surfaces	1	
110.	English Safety And Instructional Decals	1	
111.	Vehicle Height Placard - Installed In Cab	1	
112.	Altec Greenfleet Decals, Hybrid Decal Kit	1	
113.	Dielectric test unit according to ANSI requirements.	1	
114.	Stability test unit according to ANSI requirements.	1	
115.	Placard, HVI-22 Hydraulic Oil	1	
116.	Inbound Freight	1	
117.	Additional Finishing Detail Licensing, Exempt Plates: City of Sacramento	1	
118.	Installation - AT40M	1	
<b><u>Chassis</u></b>			
119.	Chassis	1	
120.	Altec Supplied Chassis	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
121.	2015 Model Year	1	
122.	Ford F550	1	
123.	4x2	1	
124.	Chassis CA Length - 84"	1	
125.	Regular Cab	1	
126.	Chassis Color - White	1	
127.	Chassis Wheelbase Length - 165 inch	1	
128.	Ford Gas 6.8L	1	
129.	362 HP Engine Rating	1	
130.	Other Transmission TorqShift 6-Speed Auto w/OD	1	
131.	GVWR 19,000 LBS	1	
132.	7,000 LBs Front Axle Rating	1	
133.	Other Rear Axle Weight Rating	1	
134.	225/70R19.5 Front Tire	1	
135.	225/70R19.5 Rear Tire (Traction)	1	
136.	Hydraulic Brakes	1	
137.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
138.	No Idle Engine Shut-Down Required	1	
139.	Clean Idle Certification	1	
140.	40 Gallon Fuel Tank (Behind Rear Axle)	1	
141.	Air Conditioning	1	
142.	AM/FM Radio, Bluetooth	1	
143.	Power Door Locks 90L Power Equipment Group	1	
144.	Power Windows 90L Power Equipment Group	1	
145.	Snow Plow Package 473 Snow Plow Prep Package	1	
146.	Other Exterior Cab Options 18B 6" Angular Black Molded-in-Color Running Boards	1	
147.	Vinyl Split Bench Seat	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
148.	Additional Chassis Option 942 Daytime Running Lamp(s)	1	
149.	Additional Chassis Option Master Power Disconnect Switch inside cab driver's side	1	
<u>Miscellaneous</u>			
150.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

<b>Subtotal</b>	<b>165,051.00</b>
<b>Estimated Tax (8.5%)</b>	<b>14,029.00</b>
<b>Delivery</b>	<b>84.00</b>
<b>Licensing</b>	<b>65.00</b>
<b>Total</b>	<b>179,230.00</b>

Altec Industries, Inc.

BY \_\_\_\_\_

Michael Freeman

**Notes:**

- 1 Altec Standard Warranty:
- One (1) year parts warranty.
  - One (1) year labor warranty.
  - Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
- 2 Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would like to ensure that the following items are offered to you as part of the attached quotation package:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Back up alarm  
Wheel Chocks

The aforementioned equipment is traditionally offered in our new equipment quotations, unless requested otherwise by the customer. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 F.O.B. - Customer Site

5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Delivery: 330-360 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Chassis is received a minimum of sixty (60) days before scheduled delivery.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

10 This quotation is valid until 15 July 2014. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.

13 Please direct all questions to Randy Ecker at 916-792-4314