Meeting Date: **11/17/2015**

Report Type: Consent

Report ID: 2015-00930

City of SACRAMENTO 09

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Cooperative Purchase Agreements: Replacement Vehicles and Equipment (Published for Review 11/05/2015)

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of cooperative purchase agreements from the State of California and the National Joint Powers Alliance with various vendors for the purchase of sedans, vans, sport utility vehicles, trucks, and trailers in a total amount not to exceed $3,966,187 (as shown in Attachment 1) during the terms of each respective contract or until the contracts are no longer available for use; 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Attachment 1

3-Agreements

City Attorney Review

Approved as to Form
Sari Myers Dierking
11/3/2015 12:15:51 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/15/2015 5:57:32 PM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has an ongoing requirement to purchase replacement vehicles and equipment to support mission critical operations performed by City departments. Time is of the essence when replacing vehicles and equipment to prevent interruptions in service and higher repair and maintenance costs associated with keeping assets beyond their scheduled replacement. To expedite this process, this report recommends using the cooperative purchase agreements identified in Attachment 1 to purchase the needed sedans, vans, sport utility vehicles, trucks, and trailers.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 and Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than $1 million.

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

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: Each of the recommended cooperative purchase agreements has been competitively bid, meets the needs of the City's fleet, offers better pricing than the City would receive through its own bid process due to a higher purchase volume, and eliminates the lengthy process of bidding and executing individual City contracts. The quantities listed in Attachment 1 are estimates based on the historical and anticipated needs of City departments. Actual purchases may vary based on department needs at the time of the purchase. The sum of all purchases under the 24 agreements (listed in Attachment 1) shall not exceed $3,966,187.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital 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: Purchases under the recommended cooperative purchase agreements will be made from the DPW operating budget (Fleet Fund, Fund 6501) and charged to the customer department's multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient

funding is available in the DPW FY2015/16 operating budget and customer department MYOPs to support the recommended purchases.

In determining the recommended spending authorization in the not-to-exceed amount of $3,966,187, Fleet Management compared the replacement vehicles and equipment to be purchased against available cooperative purchase agreements. The information provided in Attachment 1 is the best estimate at this time of the replacement vehicles and equipment that can be purchased from these agreements. This recommended spending authorization includes a five percent increase of $188,866 in the total amount for contingency purposes, and flexibility in terms of vehicle manufacturer and vendor selection. This will allow Fleet Management to respond quickly to the changing operational needs of City departments, and indeterminate events such as vehicle accidents, or increased quantities as a result of grant funding or increased service demands. Customer departments are required to obtain Finance Department approval, and provide funding for, purchases above and beyond what is included in the planned replacement schedule.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs. Downtown Ford Sales and Elk Grove Auto Group are LBE vendors and are listed as approved vendors under the recommended cooperative purchase agreements.

Attachment 1

Cooperative Purchase Agreements for Replacement Vehicles and Equipment

Vehicle / Equipment Type	Quantity	Amount	Cooperative Agency	Contract No.	Expiration Date	Vendor
Sedans	35	$940,826	State of CA	1-14-23-10 A	2/2/16	Downtown Ford
				1-14-23-10 B		Elk Grove Auto Group
				1-14-23-10 C		Hanford Toyota
				1-14-23-10 D		Winner Chevrolet
				1-14-23-10 E		Wondries Fleet Group
				1-14-23-10 F		Livermore Ford
				1-14-23-10 G		Hanford Hyundai
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Vans & SUV's	17	$660,645	State of CA	1-14-23-23 A	2/2/16	Downtown Ford
				1-14-23-23 B		Elk Grove Auto Group
				1-14-23-23 C		Hanford Toyota
				1-14-23-23 D		Winner Chevrolet
				1-14-23-23 E		Wondries Fleet Group
				1-14-23-23 F		Livermore Ford
				1-14-23-23 G		Swift Superstore
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Trucks	46	$2,157,377	State of CA	1-14-23-20 A	2/2/16	Downtown Ford
				1-14-23-20 B		Elk Grove Auto Group
				1-14-23-20 C		Hanford Toyota
				1-14-23-20 D		Winner Chevrolet
				1-14-23-20 E		Wondries Fleet Group
				1-14-23-20 F		Riverview International
				1-14-23-20 G		Swift Superstore
			NJPA	102811-NAF	1/17/17	National Auto Fleet Group
Trailers	8	$207,339	NJPA	031014-FTS	4/10/18	Felling Trailers
			NJPA	052015-TKI	7/21/19	Trail King
TOTAL	**106**	**$3,966,187**				

Notes:

1. Cooperative purchase agreement agencies include the State of California and National Joint Power Alliance (NJPA).
2. The quantities listed above are estimates. Actual purchases may vary based on City department needs at the time of the purchase. The sum of all purchases under the 24 agreements listed above shall not exceed $3,966,187.

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-10 A through G, Supplement 5
DESCRIPTION:	Fleet Vehicles – Cars
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-10A) Elk Grove Auto Group (1-14-23-10B) Hanford Toyota (1-14-23-10C) Winner Chevrolet (1-14-23-10D) Wondries Fleet Group (1-14-23-10E) Livermore Ford (1-14-23-10F) Hanford Hyundai (1-14-23-10G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

_____ Date: _9/14/2015

Christina Nunez, Contract Administrator

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5

Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
5	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	9/14/2015
4	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Article 19 – California Sellers Permit** has been updated to reflect a change to Wondries Fleet Group's Seller Permit number for Nissan. • **Attachment A – Contract Pricing** has been updated as follows: - Line item # 1/19 - Honda Civic price increase in Rank 1. - Line item # 3/21 – Hyundai Accent price decrease in Rank 3. - Line item # 4/22 – Toyota Prius C price increase in Rank 1. - Line item # 9/27 – Hyudai Elantra price decrease in Rank 2. - Line item # 12/30 – Nissan Leaf price increase in Rank 1. - Line item # 13/31 – Dodge Charger price increase in Rank 3. - Line item # 16/34 – Honda Fit price increase in Rank 1. - Line item # 20 – Chevrolet Cruze price increase in Rank 1	6/4/2015
3	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 21 – Ford Focus price Increase from $14,708 to $15,108 in Rank 1 Line item # 10/28 – Toyota Camry price increase from $23,922 to $24,672 in Rank 2	12/15/2014
2	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 10/28 – Delete Chevrolet Malibu Eco from Rank 4 Line item # 14/32 – Delete Chevrolet Impala Eco from Rank 2	8/26/2014

1	Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-10 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-10 A – G, Supplement 5

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-10A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-10B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-10C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-10D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-10E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Livermore Ford 1-14-23-10F**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (530) 884-4141
E-Mail: dwanefleet@hotmail.com

Contractor **Hanford Hyundai 1-14-23-10G**
Contact Name: Pat Ireland
Address: 1900 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-10A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-10E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com	1-14-23-10F
Hanford Hyundai 1900 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a $500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle

has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.
Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Honda 17691534 Nissan ***101540822*** Toyota 17107585
Livermore Ford	100598451
Hanford Hyundai	101696039

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/6/2012
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for "4x4 Off-Road" require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Honda**	**Civic CNG**	***$26,933.00***	$499.00	Wondries Fleet Group	1-14-23-10E
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Cruze**	**$23,662.00**	$499.00	Winner Chevrolet	1-14-23-10D
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Focus**	**$14,444.00**	$498.00	Downtown Ford Sales	1-14-23-10A
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Prius C**	***$21,432.00***	$499.00	Wondries Fleet Group	1-14-23-10E
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Prius C**	**$20,009.00**	$1,275.00	Hanford Toyota	1-14-23-10C
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Volt**	**$32,890.00**	$499.00	Winner Chevrolet	1-14-23-10D
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Focus Electri**	**$31,678.00**	$498.00	Downtown Ford Sales	1-14-23-10A
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Dart**	**$17,729.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Cruze**	**$15,370.00**	$499.00	Winner Chevrolet	1-14-23-10D

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Fusion**	**$23,935.00**	$498.00	Downtown Ford Sales	1-14-23-10A
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Pruis**	**$26,607.00**	$1,295.00	Hanford Toyota	1-14-23-10C
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Nissan**	**Leaf**	***$29,593.00***	$499.00	Wondries Fleet Group	1-14-23-10E
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Impala Ltd**	**$18,210.00**	$499.00	Winner Chevrolet	1-14-23-10D
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX**	**$22,685.00**	$498.00	Downtown Ford Sales	1-14-23-10A
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Honda**	**Fit**	***$18,910.00***	$499.00	Wondries Fleet Group	1-14-23-10E
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Subaru**	**Impreza**	**$20,280.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Toyota**	**Prius V**	**$25,447.00**	$1,295.00	Hanford Toyota	1-14-23-10C
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Honda**	**Civic CNG**	***$26,733.00***	$499.00	Wondries Fleet Group	1-14-23-10E
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Cruze**	***$24,420.00***	$499.00	Wondries Fleet Group	1-14-23-10E
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Focus**	**$15,108.00**	$499.00	Livermore Ford	1-14-23-10F

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius C**	***$21,232.00***	$499.00	Wondries Fleet Group	1-14-23-10E
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius C**	**$20,009.00**	$1,295.00	Hanford Toyota	1-14-23-10C
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Volt**	**$33,215.00**	$499.00	Winner Chevrolet	1-14-23-10D
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Focus Electri**	**$31,878.00**	$498.00	Downtown Ford Sales	1-14-23-10A
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Dart**	**$18,029.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Cruze**	**$15,720.00**	$499.00	Winner Chevrolet	1-14-23-10D
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Fusion**	**$24,236.00**	$499.00	Livermore Ford	1-14-23-10F
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Prius**	**$26,607.00**	$1,295.00	Hanford Toyota	1-14-23-10C
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Nissan**	**Leaf**	***$29,393.00***	$499.00	Wondries Fleet Group	1-14-23-10E
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Impala Ltd**	**$18,535.00**	$499.00	Winner Chevrolet	1-14-23-10D
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX**	**$22,873.00**	$499.00	Livermore Ford	1-14-23-10F
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Honda**	**Fit**	***$18,690.00***	$499.00	Wondries Fleet Group	1-14-23-10E
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Subaru**	**Impreza**	**$20,680.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Toyota**	**Prius V**	**$25,447.00**	$1,295.00	Hanford Toyota	1-14-23-10C

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Livermore Ford - (530) 867-1173
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 2
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Volkswagon**	**Passat**	**$28,455.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Chevrolet**	**Sonic**	**$14,906.00**	$499.00	Winner Chevrolet	1-14-23-10D
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Honda**	**Insight**	**$20,700.00**	$499.00	Wondries Fleet Group	1-14-23-10E
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX SE**	**$23,658.00**	$499.00	Wondries Fleet Group	1-14-23-10E
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Elantra**	***$15,319.00***	***$495.00***	Hanford Hyundai	1-14-23-10G

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Toyota**	**Camry**	**$24,672.00**	$1,295.00	Hanford Toyota	1-14-23-10C
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**CMAX**	**$29,345.00**	$498.00	Downtown Ford Sales	1-14-23-10A
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Tauras**	**$19,378.00**	$499.00	Wondries Fleet Group	1-14-23-10E
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**NONE**					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Nissan**	**Juke**	**$20,174.00**	$499.00	Wondries Fleet Group	1-14-23-10E
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Nissan**	**Juke**	**$21,569.00**	$499.00	Wondries Fleet Group	1-14-23-10E
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Volkswagon**	**Passat**	**$28,955.00**	$749.00	Elk Grove Auto Group	1-14-23-10B
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Chevrolet**	**Sonic**	**$15,206.00**	$499.00	Winner Chevrolet	1-14-23-10D

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Honda**	**Insight**	**$20,500.00**	$499.00	Wondries Fleet Group	1-14-23-10E
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX SE**	**$23,458.00**	$499.00	Wondries Fleet Group	1-14-23-10E
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Elantra**	***$15,319.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Toyota**	**Camry**	**$24,672.00**	$1,295.00	Hanford Toyota	1-14-23-10C
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**CMAX**	**$29,545.00**	$498.00	Downtown Ford Sales	1-14-23-10A
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Tauras**	**$19,178.00**	$499.00	Wondries Fleet Group	1-14-23-10E
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**NONE**					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Nissan**	**Juke**	**$20,174.00**	$499.00	Wondries Fleet Group	1-14-23-10E
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Nissan**	**Juke**	**$21,569.00**	$499.00	Wondries Fleet Group	1-14-23-10E
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Hanford Hyundai - (559) 707-5735
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Accent**	***$14,358.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Volkswagon**	**Jetta Sedan**	**$25,507.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Ford**	**Fusion**	**$17,062.00**	$498.00	Downtown Ford Sales	1-14-23-10A

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Hyundai**	**Sonata**	**$23,481.00**	$1,195.00	Hanford Hyundai	1-14-23-10G
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Charger**	***$23,897.00***	$499.00	Elk Grove Auto Group	1-14-23-10B
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	**Volkswagon**	**Jetta Sportwagon**	**$22,339.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Accent**	***$14,358.00***	***$495.00***	Hanford Hyundai	1-14-23-10G
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Volkswagon**	**Jetta Sedan**	**$26,007.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Ford**	**Fusion**	**$17,311.00**	$499.00	Wondries Fleet Group	1-14-23-10E
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Hyundai**	**Sonata**	**$23,481.00**	$1,195.00	Hanford Hyundai	1-14-23-10G
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Charger**	***$24,197.00***	$499.00	Elk Grove Auto Group	1-14-23-10B

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	**Volkswagon**	**Jetta Sportwagon**	**$22,839.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Hanford Hyundai - (559) 707-5735
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 4
Supplement 4
Fleet Vehicles - CARS
Contract 1-14-23-10 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
2	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
3	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Nissan**	**Versa**	**$17,255.00**	$499.00	Wondries Fleet Group	1-14-23-10E
4	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
5	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
6	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
7	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
8	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
9	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**Dodge**	**Dart**	**$17,729.00**	$499.00	Elk Grove Auto Group	1-14-23-10B

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
10	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	**NONE**					
11	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
12	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
13	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
14	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
15	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101503	Each	1	NONE					
16	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
17	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
18	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101504	Each	1	NONE					
19	Car, 4-Door, 4-Passenger, **CNG** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
20	Car, 4-Door, 4-Passenger, **DIESEL** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
21	Compact Car, 4-Door, 4-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Nissan**	**Versa**	**$17,055.00**	$499.00	Wondries Fleet Group	1-14-23-10E

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
22	Compact Car, 4-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
23	Hatchback, 5-Door, 4-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
24	Compact Car/Hatchback, 4-Door, 4-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
25	Compact Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
26	Midsize Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
27	Midsize Car, 4-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**Dodge**	**Dart**	**$18,029.00**	$499.00	Elk Grove Auto Group	1-14-23-10B
28	Midsize Car, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	**NONE**					
29	Midsize Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
30	Midsize Car/Hatchback, 4-Door, 4-Passenger, **ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
31	Large Car, 4-Door, 5-Passenger, **E85** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
32	Large Car/Hatchback, 4-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					
33	Large Car/Hatchback, 4-Door, 5-Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101503	Each	1	NONE					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
34	Small Station Wagon, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
35	Small Station Wagon AWD, 5-Door, 5-Passenger, **GASOLINE** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					
36	Station Wagon, 5-Door, 5-Passenger, **HYBRID-ELECTRIC** Fueled Vehicle in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101504	Each	1	NONE					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Wondries Fleet Group (626) 457-5590

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-23 A through G, Supplement 6
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-23A) Elk Grove Auto Group (1-14-23-23B) Hanford Toyota (1-14-23-23C) Winner Chevrolet (1-14-23-23D) Wondries Fleet Group (1-14-23-23E) Livermore Ford (1-14-23-23F) Swift Superstore (1-14-23-23G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

_____ Date: _8/7/2015_

Christina Nunez, Contract Administrator

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
6	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1 – Price Increase on Jeep Patriot in Rank 1 Line item # 3 and 26 – Price Increase on Chevrolet Tahoe Line item # 12/35, 13/36, 14/37, 18/41, 20/43, 22/45, 23/46 – Price increase on Chevrolet Express Vans • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	8/7/2015
5	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Article 19 – California Sellers Permit** has been updated to reflect a change to Wondries Fleet Group's Seller Permit number for Nissan.	6/4/2015
4	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 9/32 – Delete Toyoty Rav4 Electric from Rank 1 Line item # 12 - Chevrolet Express 2500 replaces Chevrolet Express 1500 with price increase in Rank 1 Line item # 13/36, 14/37, 18/41, 20/43, and 22/45 – Price increase on Chevrolet Express 2500/3500 in Rank 1 Line item # 23/46 – Delete Ford Econoline Van from Rank 1. Move Chevrolet Express 3500 from Rank 2 to Rank 1	12/15/2014
3	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1 – Price Increase on Jeep Patriot in Rank 1 Line item # 3/26 – Delete Ford Expedition in Rank 1 Line item # 3/26 – Change Chevrolet Tahoe from Rank 2 to Rank 1	8/26/2014

2	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 – Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014
1	Subject contract for Fleet Vehicles – Vans & SUVs is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated to reflect a change in Ranks 1 & 2 on the following line items: 12/35, 13/36, 14/37, 18/41, 20/43, and 22/45	3/19/2014

Contract (Mandatory) 1-14-23-23 A – G, Supplement 6
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles – Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-23 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Vans & SUVs to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-23 A – G, Supplement 6

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-23A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-23B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-23C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-23D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-23E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Livermore Ford 1-14-23-23F**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (530) 884-4141
E-Mail: dwanefleet@hotmail.com

Contractor **Swift Superstore 1-14-23-23G**
Contact Name: Dan Heil
Address: 4318 Chiles Road
Davis, CA 95618
Telephone: (530) 771-3821
Facsimile: (530) 757-3783
E-Mail: danh@swiftindavis.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-23A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-23B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-23C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-23D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-23E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com	1-14-23-23F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	danh@swiftindavis.com	1-14-23-23G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a $500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Nissan 101540822 Toyota 17107585
Livermore Ford	100598451
Swift Superstore	97022608

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/24/2013
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for "4x4 Off-Road" require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Patriot**	***$19,901.00***	$400.00	Swift Superstore	1-14-23-23G
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Traverse**	**$25,770.00**	$499.00	Winner Chevrolet	1-14-23-23D
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Tahoe**	***$38,987.00***	$499.00	Winner Chevrolet	1-14-23-23D
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Grand Cherokee**	**$38,558.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Jeep**	**Wrangler**	**$23,450.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Dodge**	**Grand Caravan**	**$20,820.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Dodge**	**Grand Caravan**	**$20,820.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,215.00***	$499.00	Winner Chevrolet	1-14-23-23D
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,215.00***	N/A	Winner Chevrolet	1-14-23-23D
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$27,038.00***	N/A	Winner Chevrolet	1-14-23-23D
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit Connect**	**$20,096.00**	$498.00	Downtown Ford Sales	1-14-23-23A
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$21,041.00***	N/A	Winner Chevrolet	1-14-23-23D
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$23,661.00***	N/A	Winner Chevrolet	1-14-23-23D
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$22,600.00**	N/A	Downtown Ford Sales	1-14-23-23A
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	***$32,869.00***	N/A	Winner Chevrolet	1-14-23-23D
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Chevrolet**	**Express 3500**	***$35,496.00***	N/A	Winner Chevrolet	1-14-23-23D
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**Escape**	**$21,948.00**	$499.00	Wondries Fleet Group	1-14-23-23E
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**Explorer**	**$25,689.00**	$499.00	Wondries Fleet Group	1-14-23-23E
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Tahoe**	**$39,287.00**	$499.00	Winner Chevrolet	1-14-23-23D

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Jeep**	**Grand Cherokee**	***$38,908.00***	$499.00	Elk Grove Auto Group	1-14-23-23B
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Jeep**	**Wrangler**	**$23,450.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Dodge**	**Grand Caravan**	**$21,145.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Dodge**	**Grand Caravan**	**$21,145.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express**	***$21,650.00***	$499.00	Wondries Fleet Group	1-14-23-23E

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$23,565.00***	N/A	Winner Chevrolet	1-14-23-23D
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$27,463.00***	N/A	Winner Chevrolet	1-14-23-23D
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit Connect**	**$20,246.00**	$498.00	Downtown Ford Sales	1-14-23-23A
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$21,341.00***	N/A	Winner Chevrolet	1-14-23-23D
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$24,011.00***	N/A	Winner Chevrolet	1-14-23-23D
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$22,600.00**	N/A	Downtown Ford Sales	1-14-23-23A
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 2500**	***$33,269.00***	N/A	Winner Chevrolet	1-14-23-23D

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Chevrolet**	**Express 3500**	***$35,896.00***	N/A	Winner Chevrolet	1-14-23-23D

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Livermore Ford (530) 867-1173
Wondries Fleet Group (626) 457-5590
Swift Superstore (530) 771-3821

Attachment A - Contract Pricing RANK 2
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Equinox**	**$21,896.00**	$499.00	Winner Chevrolet	1-14-23-23D
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**Explorer**	**$25,662.00**	$498.00	Downtown Ford Sales	1-14-23-23A
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Toyota**	**FJ Cruiser**	**$26,853.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Toyota**	**Sienna**	**$25,425.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$26,418.00**	N/A	Downtown Ford Sales	1-14-23-23A
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$27,670.00**	N/A	Downtown Ford Sales	1-14-23-23A
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ram**	**Ram CV**	**$19,478.00**	$499.00	Elk Grove Auto Group	1-14-23-23B

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$21,476.00**	N/A	Downtown Ford Sales	1-14-23-23A
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	NONE					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ford**	**Transit**	**$24,890.00**	N/A	Downtown Ford Sales	1-14-23-23A
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Nissan**	**NV200**	**$24,896.00**	N/A	Wondries Fleet Group	1-14-23-23E
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**NONE**					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Equinox**	**$22,196.00**	$499.00	Winner Chevrolet	1-14-23-23D
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Traverse**	**$26,070.00**	$499.00	Winner Chevrolet	1-14-23-23D

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Toyota**	**FJ Cruiser**	**$26,853.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Toyota**	**Sienna**	**$25,325.00**	$1,295.00	Hanford Toytoa	1-14-23-23C
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$26,618.00**	N/A	Downtown Ford Sales	1-14-23-23A
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$27,870.00**	N/A	Downtown Ford Sales	1-14-23-23A
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ram**	**Ram CV**	**$19,803.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$21,676.00**	N/A	Downtown Ford Sales	1-14-23-23A
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	NONE					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Ford**	**Transit**	**$25,090.00**	N/A	Downtown Ford Sales	1-14-23-23A

Rank 2 vehicles are NOT available for State department use

Most recent supplement changes are in ***blue, bold italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**Nissan**	**NV200**	**$24,696.00**	N/A	Wondries Fleet Group	1-14-23-23E
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	**NONE**					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**Escape**	**$22,148.00**	$499.00	Wondries Fleet Group	1-14-23-23E
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Dodge**	**Durango**	**$25,998.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	**Ram**	**Promaster**	**$30,065.00**		Elk Grove Auto Group	1-14-23-23B
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Subaru**	**Outback**	**$25,434.00**	$749.00	Elk Grove Auto Group	1-14-23-23B
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Dodge**	**Durango**	**$26,298.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 3 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Wondries Fleet Group (626) 457-5590
Elk Grove Auto Group (916) 429-4700

Attachment A - Contract Pricing RANK 4
Supplement 6
Fleet Vehicles - VANS & SUVs
Contract 1-14-23-23 A - G

Terms: $500 discount per vehicle for payment with 20 days

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Dodge**	**Journey**	**$22,500.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
2	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
3	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
4	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
5	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
6	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
7	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
9	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	N/A					
10	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
11	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
12	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
13	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
14	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
15	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
16	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
17	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
18	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
19	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
20	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
21	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
22	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
23	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101505	Each	1	N/A					
24	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, **GASOLINE** Fueled, 62 cu. ft. Cargo Volume , 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Dodge**	**Journey**	**$22,800.00**	$499.00	Elk Grove Auto Group	1-14-23-23B
25	Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, **GASOLINE** Fueled, 80 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
26	Sport Utility Vehicle, 4x4, 8 Passenger, 300 Horsepower, **E85** Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
27	Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, **DIESEL** Fueled, 68 cu. ft. Cargo Volume , 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
28	Sport Utility Vehicle, 7 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
29	Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
30	Sport Utility Vehicle, 5 Passenger, **HYBRID-ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
31	Sport Utility Vehicle, 8 Passenger, **HYBRID-ELECTRIC** Fueled, 116 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
32	Sport Utility Vehicle, **ELECTRIC** Fueled, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	N/A					
33	Minivan, 7 Passenger, 260 Horsepower, **GASOLINE** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
34	Minivan, 7 Passenger, 260 Horsepower, **E85** Fueled, 118 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
35	Van, 8 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
36	Van, 12 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
37	Van, 15 Passenger, 255 Horsepower, **E85** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
38	Van, 8 Passenger, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
39	Cargo Minivan, 136 Horsepower, **GASOLINE** Fueled, 122 cu. ft. Cargo Volume , 114 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
40	Cargo Van, **ELECTRIC** Fueled, 129 cu. ft. Cargo Volume , in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
41	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
42	Cargo Van, **PLUG-IN HYBRID ELECTRIC** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
43	Cargo Van, 255 Horsepower, **E85** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
44	Cargo Van, High Ceiling, 260 lb.-ft. Torque, **GASOLINE** Fueled, 320 cu. ft. Cargo Volume , 144 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					
45	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 8600 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Rank 4 vehicles are NOT available for State department use

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
46	Cargo Van, 255 Horsepower, **CNG** Fueled, 135 in. WB, 9500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101505	Each	1	N/A					

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Elk Grove Auto Group (916) 429-4700

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-14-23-20 A through G, Supplement 6
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-20A) Elk Grove Auto Group (1-14-23-20B) Hanford Toyota (1-14-23-20C) Winner Chevrolet (1-14-23-20D) Wondries Fleet Group (1-14-23-20E) Riverview International (1-14-23-20F) Swift Superstore (1-14-23-20G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

_____ Date: _9/14/15_

Christina Nunez, Contract Administrator

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6

Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
6	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 7, 8/43, 9/44, 10/45, 11/46, 12/47 – Price increase on Ram Trucks in Rank 1 Line item # 42 – Price increase on Ram Truck in Rank 2 • **Article 12 – Delivery Procedures** has been updated to add language to the delivery period.	9/14/2015
5	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 42 – Ford F150 added in Rank 1; Ram 1500 moved to Rank 2 Line item # 7, 8/43, 10/45, 46 – Ford F150 added in Rank 2; Chevy Silverado moved to Rank 3	4/27/2015
4	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 33/68, 34/69, – Price increase on International Durastar in Rank 1 Line item #35/70 – Price increase on International Workstar in Rank 1 Line item #29/64 – Delete Internatinal Terrastar in Rank 3	2/4/2015
3	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 1, 2/37, 3/38, 4/39, 5/40, 6/41 – Delete Toyota Tacoma in Rank 1 Line item # 7/42, 8/43, 10/45, and 46 – Delete Ford F150 in Rank 1; Move RAM 1500 from Rank 2 to Rank1; Move Chevy Silverado from Rank 3 to Rank 2 (except on line 42)	12/15/2014

	Line item # 9/44, 11, and 12/47 – Delete Ford F150 in Rank 2; Move Chevy Silverado from Rank 3 to Rank 2	
2	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Attachment A – Contract Pricing** has been updated as follows: Line item # 2, 3, 5, 6, 38, and 40 – Price Increase on Toyota Tacoma in Rank 1 Line item # 32/67 – Delete International DuraStar in Rank 2	8/26/2014
1	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • **Article 4 – Contract Administration** and **Article 9 – Ordering Procedure** has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehiles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges'', empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
    - Local governmental agency
    - Contact name
    - Telephone number
    - Mailing address
    - Facsimile number and e-mail address

  DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-20 A – G, Supplement 6

Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-20A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-20B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-20C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-20D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-20E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Riverview International 1-14-23-20F**
Contact Name: Jason Farrell
Address: 2445 Evergreen Avenue
West Sacramento, CA 95691
Telephone: (916) 669-0253
Facsimile: (916) 371-2023
E-Mail: Jasonf@riverview-trucks.com

Contractor **Swift Superstore 1-14-23-20G**
Contact Name: Dan Heil
Address: 4318 Chiles Road
Davis, CA 95618
Telephone: (530) 771-3821
Facsimile: (530) 757-3783
E-Mail: danh@swiftindavis.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are catergorized by rank on Attachment A, Contract Pricing. The tabs located at the bottome of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the “Bill To” address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer’s price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) *Office of Fleet and Asset Management Approval*

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (http://www.documents.dgs.ca.gov/ofa/handbook.pdf).

3) *American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions*

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	**Facsimile**	**Email**	**Contract #**
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-20A

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-20C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-20E
Riverview International 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 371-2023	jasonf@riverview-trucks.com	1-14-23-20F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(559) 961-4601	danh@swiftindavis.com	1-14-23-20G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed

for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO) ***unless there is a lapse in production from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency if this occurs and provide an estimated time frame of when production will begin.*** State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less then five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments

or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:
The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include either a $200 or $500 per vehicle discount for payment made within twenty (20) days. See Attachment A – Contract Pricing for discount amount. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Ford 98037902 Toyota 17107585
Riverview International	101079519
Swift Superstore	97022608

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 2310-2626, dated 9/24/2013
Attachment C – Recycle Content Information

STATE OF CALIFORNIA
BID SPECIFICATION
FLEET VEHICLES

2310-2626

1 SCOPE

This specification establishes the minimum requirements for the State of California Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2 SPECIFICATIONS AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Request for Proposal form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 DEFINITIONS:

- GVWR - Gross Vehicle Weight Rating
- CA - Cab to Axle
- WB – Wheelbase
- SUV – Sport Utility Vehicle
- AWD – All Wheel Drive

2.2 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.3 EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

2.4 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

3 REQUIREMENTS

3.1 GENERAL (APPLIES TO ALL VEHICLES):

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the RFP line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations as Vans

The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- AM/FM Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
- If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)

Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

Exterior shall be painted with a solar reflective color (white, silver metallic or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

3.2 FUEL TYPES:

Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

- Gasoline (87 octane)
- Diesel
- Ethanol (E85)
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric
- Plug-in Hybrid Electric
- Electric: Minimum range must be 50 miles per full charge

3.3 VANS

Vans that call for "High Ceiling" require at least 76 inches of interior height from floor to ceiling.

3.4 SPORT UTILITY VEHICLES (SUV):

SUVs that call for "4x4 Off-Road" require the following as standard equipment:

- Ground Clearance: 8.4 inches
- Approach Angle: 32°
- Departure Angle: 28°
- Limited Slip or locking rear differential

3.5 TRUCKS:

Trucks with a GVWR of more than 26,000 lbs. shall come equipped with air brakes.

The RFP line item description shall specify the cab configuration which is defined as follows:

- Regular: Equipped with 2 doors and seating for 2-3 passengers
- Extra: Equipped 3 or 4 doors and seating for 4-5 passengers (rear door(s) are typically less than full size)
- Crew: Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers

Attachment A - Contract Pricing RANK 1
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Most rescent supplement changes are in *Bold, Blue Italics*

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**NONE**					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$20,840.00***	$499.00	Elk Grove Auto Group	1-14-23-20B

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,043.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,411.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$21,532.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$22,298.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	***$24,276.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 1500**	**$30,421.00**	$800.00	Swift Superstore	1-14-23-20G
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$18,503.00**	N/A	Downtown Ford Sales	1-14-23-20A

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$21,186.00**	N/A	Wondries Fleet Group	1-14-23-20E
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$22,113.00**	N/A	Wondries Fleet Group	1-14-23-20E
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$21,719.00**	N/A	Downtown Ford Sales	1-14-23-20A
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$23,476.00**	N/A	Downtown Ford Sales	1-14-23-20A
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$24,360.00**	N/A	Elk Grove Auto Group	1-14-23-20B
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$28,153.00**	N/A	Downtown Ford Sales	1-14-23-20A
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F350**	**$20,347.00**	N/A	Wondries Fleet Group	1-14-23-20E
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F350**	**$21,532.00**	N/A	Downtown Ford Sales	1-14-23-20A
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$26,898.00**	N/A	Wondries Fleet Group	1-14-23-20E

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$33,500.00**	N/A	Wondries Fleet Group	1-14-23-20E
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F450**	**$36,931.00**	N/A	Downtown Ford Sales	1-14-23-20A
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$29,040.00**	N/A	Wondries Fleet Group	1-14-23-20E
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$35,651.00**	N/A	Wondries Fleet Group	1-14-23-20E
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F550**	**$38,419.00**	N/A	Wondries Fleet Group	1-14-23-20E
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F650**	**$41,335.00**	N/A	Wondries Fleet Group	1-14-23-20E
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ford**	**F650**	**$51,791.00**	N/A	Wondries Fleet Group	1-14-23-20E
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Durastar**	**$71,238.00**	N/A	Riverview International	1-14-23-20F
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Durastar**	**$73,097.00**	N/A	Riverview International	1-14-23-20F

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Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**International**	**Workstar**	**$89,595.00**	N/A	Riverview International	1-14-23-20F
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Toyota**	**Tacoma**	**$18,659.00**	$499.00	Wondries Fleet Group	1-14-23-20E
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**NONE**					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$19,500.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,382.00***	$499.00	Elk Grove Auto Group	1-14-23-20B

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,750.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,871.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$22,600.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$24,583.00***	$499.00	Elk Grove Auto Group	1-14-23-20B
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	**$32,600.00**	$499.00	Elk Grove Auto Group	1-14-23-20B
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$18,654.00**	N/A	Wondries Fleet Group	1-14-23-20E
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$20,986.00**	N/A	Wondries Fleet Group	1-14-23-20E

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$21,913.00**	N/A	Wondries Fleet Group	1-14-23-20E
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$21,816.00**	N/A	Wondries Fleet Group	1-14-23-20E
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$23,525.00**	N/A	Wondries Fleet Group	1-14-23-20E
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$24,553.00**	N/A	Wondries Fleet Group	1-14-23-20E
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F250**	**$28,153.00**	N/A	Downtown Ford Sales	1-14-23-20A
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F350**	**$20,147.00**	N/A	Wondries Fleet Group	1-14-23-20E
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F350**	**$21,652.00**	N/A	Wondries Fleet Group	1-14-23-20E
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$26,698.00**	N/A	Wondries Fleet Group	1-14-23-20E
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$33,300.00**	N/A	Wondries Fleet Group	1-14-23-20E

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F450**	**$36,931.00**	N/A	Downtown Ford Sales	1-14-23-20A
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$28,840.00**	N/A	Wondries Fleet Group	1-14-23-20E
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$35,451.00**	N/A	Wondries Fleet Group	1-14-23-20E
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F550**	**$38,219.00**	N/A	Wondries Fleet Group	1-14-23-20E
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F650**	**$41,135.00**	N/A	Wondries Fleet Group	1-14-23-20E
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ford**	**F650**	**$51,591.00**	N/A	Wondries Fleet Group	1-14-23-20E
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Durastar**	**$71,238.00**	N/A	Riverview International	1-14-23-20F
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Durastar**	**$73,097.00**	N/A	Riverview International	1-14-23-20F
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**International**	**Workstar**	**$89,595.00**	N/A	Riverview International	1-14-23-20F

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 2
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$19,706.00**	$499.00	Wondries Fleet Group	1-14-23-20E

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$20,192.00**	$499.00	Wondries Fleet Group	1-14-23-20E
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,330.00**	$499.00	Winner Chevrolet	1-14-23-20D
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F150**	**$22,000.00**	$499.00	Wondries Fleet Group	1-14-23-20E
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$26,724.00**	$499.00	Winner Chevrolet	1-14-23-20D
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$28,650.00**	$499.00	Winner Chevrolet	1-14-23-20D
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$21,568.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,534.00**	N/A	Winner Chevrolet	1-14-23-20D
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$22,930.00**	N/A	Elk Grove Auto Group	1-14-23-20B
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 2500**	**$23,200.00**	N/A	Elk Grove Auto Group	1-14-23-20B
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$26,840.00**	N/A	Winner Chevrolet	1-14-23-20D
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ford**	**F250**	**$24,316.00**	N/A	Downtown Ford Sales	1-14-23-20A
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,450.00**	N/A	Winner Chevrolet	1-14-23-20D
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 3500**	**$22,400.00**	N/A	Elk Grove Auto Group	1-14-23-20B
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 4500**	**$31,100.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 4500**	**$37,700.00**	N/A	Elk Grove Auto Group	1-14-23-20B
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Ram**	**Ram 5500**	**$36,850.00**	N/A	Elk Grove Auto Group	1-14-23-20B
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 1500**	***$21,205.00***	**$499.00**	**Elk Grove Auto Group**	**1-14-23-20B**
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$20,483.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,680.00**	$499.00	Winner Chevrolet	1-14-23-20D
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$21,800.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ford**	**F150**	**$23,510.00**	**$499.00**	**Wondries Fleet Group**	**1-14-23-20E**
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$29,000.00**	$499.00	Winner Chevrolet	1-14-23-20D
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$21,768.00**	N/A	Elk Grove Auto Group	1-14-23-20B
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,884.00**	N/A	Winner Chevrolet	1-14-23-20D

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$23,280.00**	N/A	Elk Grove Auto Group	1-14-23-20B
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$23,400.00**	N/A	Elk Grove Auto Group	1-14-23-20B
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$27,190.00**	N/A	Winner Chevrolet	1-14-23-20D
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 2500**	**$24,710.00**	N/A	Elk Grove Auto Group	1-14-23-20B
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 3500**	**$24,605.00**	N/A	Winner Chevrolet	1-14-23-20D
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 3500**	**$22,600.00**	N/A	Elk Grove Auto Group	1-14-23-20B
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 4500**	**$31,300.00**	N/A	Elk Grove Auto Group	1-14-23-20B
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 4500**	**$37,900.00**	N/A	Elk Grove Auto Group	1-14-23-20B

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Ram**	**Ram 5500**	**$37,050.00**	N/A	Elk Grove Auto Group	1-14-23-20B
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 2 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Hanford Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253
Wondries Fleet Group (626) 457-5590

Attachment A - Contract Pricing RANK 3
Supplement 6
Fleet Vehicles - TRUCKS
Contract 1-14-23-20 A - G

Terms: $200 discount per vehicle for payment with 20 days - Riverview International
$500 discount per vehicle for payment with 20 days - All other dealers

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
2	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
3	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
4	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
5	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
6	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
7	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$21,049.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,633.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
9	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
10	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$24,130.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
11	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
12	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
13	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
14	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
15	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
16	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$22,729.00**	N/A	Winner Chevrolet	1-14-23-20E

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
18	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$25,767.00**	N/A	Winner Chevrolet	1-14-23-20E
19	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$24,876.00**	N/A	Winner Chevrolet	1-14-23-20E
20	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
21	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$27,800.00**	N/A	Winner Chevrolet	1-14-23-20E
22	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	NONE					
23	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	**Ram**	**Ram 3500**	**$24,600.00**	N/A	Elk Grove Auto Group	1-14-23-20B
24	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	**Chevrolet**	**Silverado 3500**	**$23,300.00**	N/A	Winner Chevrolet	1-14-23-20E
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
27	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
28	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
29	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
30	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
31	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
32	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
33	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
34	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	NONE					
36	Small Pickup Truck, 4x2, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
37	Small Pickup Truck, 4x2, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
38	Small Pickup Truck, 4x2, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 4500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
39	Small Pickup Truck, 4x4, Regular Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 108 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
40	Small Pickup Truck, 4x4, Extra Cab, Regular Box , 150 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
41	Small Pickup Truck, 4x4, Crew Cab, Short Box , 230 Horsepower, **GASOLINE** Fueled, 125 in. WB, 5000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
42	Full Size Pickup, 4x2, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
43	Full Size Pickup, 4x2, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$23,933.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
44	Full Size Pickup, 4x2, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
45	Full Size Pickup, 4x4, Regular Cab, Regular Box , 300 Horsepower, **E85** Fueled, 119 in. WB, 6000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$24,430.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
46	Full Size Pickup, 4x4, Extra Cab, Regular Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 1500**	**$27,074.00**	**$499.00**	**Winner Chevrolet**	**1-14-23-20E**
47	Full Size Pickup, 4x4, Crew Cab, Short Box , 300 Horsepower, **E85** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
48	Full Size Pickup, Crew Cab, Short Box , **HYBRID-ELECTRIC** Fueled, 140 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
49	Full Size Pickup, Extra Cab, Regular Box , **DIESEL** Fueled, 140 in. WB, 6500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
50	Full Size Pickup, Extra Cab, Regular Box , **PLUG-IN HYBRID ELECTRIC** Fueled, 141 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
51	Full Size Pickup, 4x2, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$22,884.00**	N/A	Winner Chevrolet	1-14-23-20E
52	Full Size Pickup, 4x2, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
53	Full Size Pickup, 4x2, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$26,167.00**	N/A	Winner Chevrolet	1-14-23-20E
54	Full Size Pickup, 4x4, Regular Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$25,031.00**	N/A	Winner Chevrolet	1-14-23-20E
55	Full Size Pickup, 4x4, Extra Cab, Regular Box , 360 Horsepower, **GASOLINE** Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
56	Full Size Pickup, 4x4, Crew Cab, Short Box , 360 Horsepower, **GASOLINE** Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Chevrolet**	**Silverado 2500**	**$28,200.00**	N/A	Winner Chevrolet	1-14-23-20E
57	Full Size Pickup, 4x2, Regular Cab, Regular Box , **CNG** Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	NONE					
58	Full Size Pickup, 4X2, Regular Cab, Regular Box , 380 lb.-ft. Torque, **GASOLINE** Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101507	Each	1	**Ram**	**Ram 3500**	**$24,900.00**	N/A	Elk Grove Auto Group	1-14-23-20B
59	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	**Chevrolet**	**Silverado 3500**	**$23,455.00**	N/A	Winner Chevrolet	1-14-23-20E
60	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
61	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
62	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
63	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, **GASOLINE** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
64	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, **DIESEL** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	*NONE*					
65	Truck, Cab & Chassis, 4X2, Regular Cab, **CNG** Fueled, 84 in. CA, 19500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
66	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, **GASOLINE** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
67	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, **DIESEL** Fueled, 102 in. CA, 25500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
68	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, **DIESEL** Fueled, 108 in. CA, 30000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
69	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, **DIESEL** Fueled, 120 in. CA, 33000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					
70	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, **DIESEL** Fueled, 138 in. CA, 54000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Los Angeles	25101600	Each	1	NONE					

Rank 3 vehicles NOT available for State department use

Most rescent supplement changes are in ***Bold, Blue Italics***

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
Riverview International (916) 669-0253

National Auto Fleet Group

NJPA AWARDED CONTRACT

National Auto Fleet Group
A Division of Chevrolet of Watsonville

Contract#: 102811-NAF
Category: Public Safety, Vehicles, Fire Trucks & Equipment
Description: Ambulance and Police Vehicles
Maturity Date: 01/17/2017

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 1400 different models of passenger cars and light, medium and heavy duty trucks. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Nissan, Honda, Toyota, International, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

Click here for more information & to build your vehicles

Overview
Contract Documentation
Pricing
Marketing Materials
NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Jesse Cooper
Direct Phone: 855-289-6572
fleet@nationalautofleetgroup.com
www.nationalautofleetgroup.com

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

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

Proposal Offering (To be completed Only by Proposer)

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

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

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

Contact Person: Clarke Cooper Title: National Fleet Manager

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

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

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

National Joint Powers Alliance® (NJPA)

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

Title: Executive Director NJPA

Awarded this 17TH day of January, 2012 **Contract Number # 102811**- NAF

NJPA Authorized signature: Jane D Walker
(Name printed or typed)

Title: Board Clerk

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

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

for the procurement of

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

RFP Opening

October 28, 2011
8:00 AM Central TIME
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #102811

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, Specifications and details of this RFP are available beginning September 6, 2011and continuing until October 4, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 27, 2011 at 4:30 p.m. Central Time at the above address and opened October 28, 2011at 8:00AM Central Time.

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

RFP Timeline

September 6, 2011 and September 13, 2011	• *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
October 4, 2011	• *Deadline for RFP requests*
October 7, 2011 AM Central	• *Pre-Proposal Conference (webcast – conference call)*
October 27, 2011 4:30 PM. Central	• *Deadline for Submission of Proposals*
October 28, 20118:00AM Central	• *Public Opening of Proposals*

Direct questions regarding this RFP to:

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

RFP Procedures offers the methods for submitting questions.

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A. ABOUT NJPA

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

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

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

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

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

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

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

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

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

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

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

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

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

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

E. SCOPE OF THIS RFP

1.20 Additional Definition for the scope of this solicitation.

1.20.1 In addition to **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** this solicitation should be read to include:

1.20.1.1 OEM Production vehicles from the Manufacturer (OEM)

1.20.1.2 Alt Fuel Vehicles and Vehicles utilizing leading edge technologies.

1.20.1.3 Cab and Chassis Trucks

1.20.1.2 Dump Trucks, Service Bodies, Flat Beds.

1.20.1 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.21 Solutions Based Invitation:

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

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

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

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

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

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

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

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

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

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

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

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

and the value of the awarded contract.

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

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

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

1.30 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 PRODUCTS/SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

1.37 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 7, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

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

G. CERTIFICATION – FIRM OFFER TO CONTRACT

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

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

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

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

H. PRE-PROPOSAL CONFERENCE

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

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

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

1. DEFINITIONS

A. PROPOSER - VENDOR

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

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

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

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

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

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

C. TIME

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

D. PROPOSER'S RESPONSE

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

E. CURRENCY

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

F. FOB

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

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

2. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

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

to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

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

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

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

D. FORMAL INSTRUCTIONS TO PROPOSERS

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

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

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

3.8.1 Hard copy Original signed, completed, and dated forms C,D, E, H, and I from this RFP,
3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,
3.8.3 Certificate of insurance verifying the coverage identified in this RFP,
3.8.4 Two complete copies of your response on A CD (Compact Disc) or flash drive containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments

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

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

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

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

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the

authorized signer in original ink on all copies to be considered.

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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

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

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

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

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

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

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the

signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

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

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

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

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

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

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

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

I. CERTIFICATE OF INSURANCE

3.29 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance

policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

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

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

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

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

3.32 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 102811 by number.

J. ORDER PROCESS AND/OR FUNDS FLOW

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

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

3.33.3 Other: Please fully identify.

K. ADMINISTRATIVE FEES

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

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

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

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

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

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

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.
4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

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

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of 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 including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

4.5 Government Price Assistance- It is understood that a component of the pricing to be offered to this solicitation is "Government Price Assistance" from the respective OEM manufacturers. Prices quoted on vehicles including "Government Price Assistance" are available only to NJPA Members qualifying for "Government Pricing Assistance".

4.5.1 For NJPA Members not qualifying for "Governmental Price Assistance" (Non-Profits for example) all other manufacturer rebates applicable at the time of delivery.

A. LINE-ITEM PRICING

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

4.7 Format: Line Item vehicle pricing for this RFP must be submitted using attached "Price Form P1". The intent here is to describe and price a "Base" vehicle in each of eight classes AND also offer, on an ala carte basis, options (both Manufacturer Options and Dealer Options) to customize each vehicle offered.

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

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

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

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

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

B. MASS PRODUCED PRODUCTION VEHICLES

4.13 Original Equipment from the Manufacturer (OEM) mass production vehicles will be priced using the pricing sheets attached as "Attachment P" and executed according to the instructions contained on the first tab of that attachment.

C. ALL OTHER VEHICLES AND ACCESSORIES.

4.14 Please use the general descriptions for "Line Item Pricing". A format is not specified for these items beyond those provided in "Line Item Pricing". Please use a format which fully identifies and prices the goods and services being offered.

D. TAX AND OTHER CREDITS.

4.15 Tax and other credits accruing to the vehicle being purchased which are not applicable to an NJPA Member will accrue to the benefit of the Awarded Contractor.

E. HOT LIST PRICING

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

4.17 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

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

E. CEILING PRICE

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

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

F. VOLUME PRICE DISCOUNTS

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

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

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

G. SOURCED GOODS

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

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

4.25.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and
4.25.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

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

H. COST PLUS A PERCENTAGE OF COST

4.26 Except as provided in "Sourced Goods" above, cost plus a percentage of cost as a primary pricing mechanism is not desirable.

I. TOTAL COST OF ACQUISITION

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

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

products/services being proposed.

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

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

J. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

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

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

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

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

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

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

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

K. REQUESTING PRICING CHANGES

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

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

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

L. PRICE AND PRODUCT CHANGES FORMAT

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

4.39.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

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

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

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

ii. Create a historical record of pricing.

M. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

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

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

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

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

4.43 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.

N. PAYMENT TERMS

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

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

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

O. SALES TAX

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

P. SHIPPING AND SHIPPING PROGRAM

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

4.48 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.49 Additional costs for expedited deliveries or additional goods or services required by the end-user will be at the expense to the NJPA Member/End User.

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

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

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

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

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

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

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

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

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

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

Q. NORMAL WORKING HOURS

4.60 Prices quoted are for products/services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

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

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

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

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

5.1.3 Identify your plan for delivering training to these individuals.

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

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

5.1.4 Identify your personnel involved in training.

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

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

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

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

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

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

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

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

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

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

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

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

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

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

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

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

to establishing that membership.

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

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and bid opening identified on page one of this RFP**.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

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

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

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

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

C. PROPOSAL EVALUATION CRITERIA

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

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

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

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

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

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

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

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

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

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

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

16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

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

7.23 Proposer's Financial Statements- The Proposer's financial statements are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

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

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

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

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

D. COST SCORING EVALUATION

7.28 NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

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

E. PRODUCT TESTING

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

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under

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

G. WAIVER OF FORMALITIES

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

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

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

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

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

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

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership

C. REPORTING OF SALE ACTIVITY

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

D. AUDITS

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

E. HUB PARTNER

8.10 Hub Partner: Where Applicable, NJPA Members may, from time to time, request to be served in some way 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.

8.11 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 provide that:

8.11.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction. and

8.11.2 To the extent that the he 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

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

G. OUT OF STOCK NOTIFICATION

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

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

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

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

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

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

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

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

8.17 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience,

without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

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

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

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

8.21 Events of Automatic termination to include:

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

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website of "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync,

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

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

C. APPLICABLE LAW

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

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

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

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

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

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

D. ASSIGNMENT OF CONTRACT

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

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

E. PROPOSERS LIST

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

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

G. CONFIDENTIAL INFORMATION

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

H. DATA PRIVACY

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

I. ENTIRE AGREEMENT

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

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

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

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

L. HAZARDOUS SUBSTANCES

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

M. LEGAL REMEDIES

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

N. LICENSES

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

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

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

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

P. NON-WAIVER OF RIGHTS

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

Q. PROTESTS OF AWARDS MADE

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

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification f the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

R. PROVISIONS REQUIRED BY LAW

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

S. PUBLIC RECORD

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

T. RIGHT TO ASSURANCE

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

U. SUSPENSION OR DISBARMENT STATUS

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

V. HUMAN RIGHTS CERTIFICATE

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

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

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

W. SEVERABILITY

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

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not

intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) Provide a brief history of your company that includes its goals and philosophy.
3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
4) How long has your company has been in the **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,** industry?
5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
6) For public companies, provide your most recent annual report to shareholders.
7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.
9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Industry-Marketplace Successes

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

Proposer's ability to sell and service nationwide.

14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or

are they employees of a third party?

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

Marketing Plan

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

Value Added Attributes

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

Payment Terms and Financing Options

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

Warranty

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

Other Cooperative Procurement Contracts Held

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

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

Products/Services and Pricing

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

_____

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

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

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

COMPANY PERSONNEL CONTACTS

Contract Manager:
_____

Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

Name: _____Title:_____
Email: _____ Phone: _____

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

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. Please sign and date the bottom of each page of this document.

RFP Page Number	Section	Term, Condition, or Specification	Exception

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

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

Proposal Offering (To be completed Only by Proposer)

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

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

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

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

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
(Name printed or typed)

Title: ____Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 102811**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 102811**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and

8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____

Form G. OVERALL EVALUATION AND CRITERIA

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

Evaluation for:_____

For the Proposed Subject **PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES,**

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

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	75	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	100	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Charactoristics	50	
Overall Evaluation Points	1100	0

Proposed

Reviewed by: _____ Its_____

_____ Its_____

FORM H **State Of Minnesota – Affirmative Action Certification**

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

BOX B – **For those companies not described in** BOX A

Check below.

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

BOX C – **For all companies**

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

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

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

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

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

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

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

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

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

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pre-submission Checklist

- Have you read and understood the RFP?
- Have you attended the Pre-Bid Conference for this RFP?
- Have you completed the questionnaire (Form A) to the best of your ability?
- Have you submitted pricing for all of the goods and services you offer within the scope of this RFP?
- Have you submitted a "Sourced Goods Multiplier?
- Have you packaged your bid submission identifying conspicuously "Competitive Bid Enclosed, Please hold for public opening XX-XX-XXX".
- Have you sent your package in sufficient time for physical delivery at 200 1st ST NE Staples, MN 56479 will occur prior to the deadline for delivery?
- Have you submitted original completed and executed forms C,D,E,H, and I from this RFP?
- Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A,B,C, D,E,H, and I in your proposal?

CORRECTED Addendum 083111

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®

For the procurement of:

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

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.

- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.

- With respect to compliance with the general baseline specifications issued on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. In the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.

- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

Addendum 100511

To that certain
RFP#102811
Issued by

The National Joint Powers Alliance®

For the procurement of:

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

Please read this solicitation to include the following:

The deadline for RFP Requests for this solicitation will be changed from Tuesday October 4, 2011 to Tuesday October 11, 2011.

Gregg Meierhofer 10-5-11

CORRECTED Addendum 101411

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

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

Please read this solicitation to include the following:

- The deadline for submission of proposals shall be extended from October 27, 2011 at 4:30 PM Central Time to November 17, 2011 at 4:30PM Central Time.
- The public opening of proposals received shall be extended from October 28, 2011 at 8:00 AM Central Time to November 18, 2011 at 8:00 AM Central Time.
- With respect to compliance with the general baseline specifications issues on the Excel pricing spreadsheet, please identify the compliant equipment you are proposing for the parameter identified and identify it as complaint. IN the event you do not have a compliant option please identify the equipment you want to propose for the parameter identified and identify it as "Non-Compliant" with that specification.
- NJPA has moved. Please update all addresses. We have moved from 200 1st ST NE Staples, MN to 202 12 Street NE Staples, MN 56479. This change will affect and include the address for delivery of your proposal to NJPA.

CORRECTED Addendum 101811

To that certain
RFP#112811
Issued by

The National Joint Powers Alliance®
For the procurement of:

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

Please read this solicitation to include the following:

QUESTION:

I will address the current situation for Government agency Members in the State of Washington alone, just to give you an idea of the complexity.

- Sales tax must be paid by (even State) Government agencies. In the case where the selling dealer is located in the state, the sales tax charged is applicable to that which is charged at the location of the selling dealer.
- Sales taxes vary by county (and, in some cases, by city...so it's actually by Zip Code!), and if the selling dealer is located outside the state, then the Member must pay the sales tax that is applicable at their site.
    - In the case of vehicles that are purchased but as yet not complete vehicles (such as, cab/chassis that must have a service body installed), the sales tax must include the completed vehicle. If a Member chooses to purchase the chassis from me, and have someone else complete the truck, sales tax cannot be determined/collected until the unit is complete.
    - In addition, the licensing cannot be completed until the completed unit is weighed, and a weight slip is included in the licensing app.
    - The only way a dealer might be able to take on these responsibilities would be to:
        - Add a fee to consider the cost of flooring these vehicles through this extra time the vehicle is "on their inventory books."
        - Add an additional fee for a business, such as RoadReady (www.roadreadyregs.com) to take care of all the complexities of this task, ensuring the dealer has not erred in the process of serving the Members. The cost of a service such as this is $105/vehicle, and we will have to consider this cost in the rendering of our bid.
- Licensing is typically carried out by the Member for their vehicles.

I would hazard a guess that every state has different sales tax and licensing policies...although Washington is decidedly complex.

I would suggest to you that the Members would be best served to take the responsibility for taking care of the sales tax (where due), and the licensing as well. The alternative is for the supplier to require that the Member indicate the sales tax

that will be due to their purchase, as well as the cost of licensing, with the understanding that if the actual cost incurred has a variance, they will be charged (or reimbursed) for any difference.

ANSWER:

You can make your proposal any way you want it to be, however you need to disclose your exceptions to the “total cost of acquisition” costs which are not included in your proposed pricing. Sales tax and licensing are to be included in the total cost of acquisition.

Prior to working for NJPA I worked in banking. In our bank was a leasing department where we leased equipment in the underground directional boring industry nationwide. To accomplish this we purchased software which ensured our compliance with state and local sales taxes and helped us file sales tax returns in every state in the nation. My point is that there are solutions out there for this problem. If you want to play on a national scale, this may be something you want to look into investing in.

With regard to the titling issues, a motor vehicle, designed for use on a roadway, which cannot be legally operated on a roadway because it is not legally titled, is less valuable to NJPA Members than one that can. Our Members have not likely needed to be licensing experts in the past and do not likely desire to become an expert to utilize your contract. Therefore a proposal including titling will likely be superior to a proposal excluding titling from the Proposer’s responsibilities.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Felling Trailers

Contract#: 031014-FTS
Category: Public Utility & Airport Equipment
Description: Equipment Trailers
Maturity Date: 04/10/2018

Felling Trailers, Inc., a full line trailer manufacturer with 40 years experience, knows what it takes to meet customer's needs, Quality ~ Craftsmanship ~ Pride. From 2,000 lb utility trailers to 110,000 lb Hydraulic detachables, Felling delivers a Quality product that is extremely durable and will stand up to the vigorous demands of the working world. You can rely on Felling's industry leading designs & superior Craftsmanship to give you the competitive advantage in the marketplace. Felling has Pride in all of their products to stand behind them with an unprecedented 5-year Structural Warranty and a 3-year Paint Warranty.

Vendor Contact Info

Pat Jennissen
Direct Phone: 320-352-5239
pat@felling.com
www.felling.com

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: Falling Trailers, Inc. Date: 3/11/14

Company Address: 1525 Main St. So.

City: Sauk Centre State: MN Zip: 56378

Contact Person: Patrick Jennissen Title: V.P. Sales/Marketing

Authorized Signature (ink only): Brenda Jennissen
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA Public Utility Equipment with Related Accessories + Supplies

Felling Trailers, 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 16th, 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: _____ Chad Coauette
NJPA Executive Director (Name printed or typed)

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

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

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

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

Vendor Name Felling Trailers, Inc.

Vendor Authorized signature: _____ BRENDA M. JENNISSEN
(Name printed or typed)

Title: CEO

Executed this 28th day of April, 20 14 **NJPA Contract Number # 031014** - FTS

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 12th 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. 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), MERX, noticetobidders.com, 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 **4:30 P.M. Central Standard Time**	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
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 or (218)895-4114

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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.

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 (7th) 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 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 compete 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: Not withstanding 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) 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

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Form A

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)

Form E

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**

Form F

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: _____

Form G

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	
TOTAL POINTS	**1000**	

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 he 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 compete 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

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

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

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.

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

Contract 031711-FTS Pricing Effective 4/16/2013

SUPPLIER PART NUMBER	MANUFACTURER NAME	ITEM DESCRIPTION	UNIT OF MEASURE	NJPA Discount
FT-3	Felling Trailers, Inc.	Utility Series- 2.1KCapacity	Each	12%
FT-5	Felling Trailers, Inc.	Utility Series - 5K Capacity	Each	12%
FT-7-1	Felling Trailers, Inc.	Utility Series - 7K Capacity	Each	12%
FT-10	Felling Trailers, Inc.	Utility Series - 10K Capacity	Each	12%
FT-10L	Felling Trailers, Inc.	L Series - 10K Capacity	Each	12%
FT-12L	Felling Trailers, Inc.	L Series - 12K Capacity	Each	12%
FT-14L	Felling Trailers, Inc.	L Series - 14K Capacity	Each	12%
FT-10E	Felling Trailers, Inc.	E Series - 10K Capacity	Each	12%
FT-12E	Felling Trailers, Inc.	E Series - 12K Capacity	Each	12%
FT-14E	Felling Trailers, Inc.	E Series - 14K Capacity	Each	12%
FT-15E	Felling Trailers, Inc.	E Series - 14.4K Capacity	Each	12%
FT-16E	Felling Trailers, Inc.	E Series - 16K Capacity	Each	12%
FT-20E	Felling Trailers, Inc.	E Series - 20K Capacity	Each	12%
FT-24-3E	Felling Trailers, Inc.	E Series - 24K Capacity	Each	12%
FT-10I	Felling Trailers, Inc.	I Series - 10K Capacity	Each	12%
FT-12I	Felling Trailers, Inc.	I Series - 12K Capacity	Each	12%
FT-14I	Felling Trailers, Inc.	I Series - 14K Capacity	Each	12%
FT-15I	Felling Trailers, Inc.	I Series - 14.4K Capacity	Each	12%
FT-16I	Felling Trailers, Inc.	I Series - 16K Capacity	Each	12%
FT-20I	Felling Trailers, Inc.	I Series - 20K Capacity	Each	12%
FT-24I	Felling Trailers, Inc.	I Series - 24K Capacity	Each	12%
FT-10P	Felling Trailers, Inc.	Pan Series - 10K Capacity	Each	12%
FT-12P	Felling Trailers, Inc.	Pan Series, 12K Capacity	Each	12%
FT-14P	Felling Trailers, Inc.	Pan Series - 14K Capacity	Each	12%
FT-16P	Felling Trailers, Inc.	Pan Series - 16K Capacity	Each	12%
FT-10WD	Felling Trailers, Inc.	Wide Deck Series - 10K Capacity	Each	12%
FT-12WD	Felling Trailers, Inc.	Wide Deck Series - 12K Capacity	Each	12%
FT-14WD	Felling Trailers, Inc.	Wide Deck Series - 14K Capacity	Each	12%
FT-15WD	Felling Trailers, Inc.	Wide Deck Series - 14.4K Capacity	Each	12%
FT-16WD	Felling Trailers, Inc.	Wide Deck Series - 16K Capacity	Each	12%
FT-20WD	Felling Trailers, Inc.	Wide Deck Series - 20K Capacity	Each	12%
FT-20-3WD	Felling Trailers, Inc.	Wide Deck Series - 20K Capacity	Each	12%
FT-10-2	Felling Trailers, Inc.	Deck-Over, 10K Capacity	Each	12%
FT-12-2	Felling Trailers, Inc.	Deck-Over, 12K Capacity	Each	12%
FT-14-2	Felling Trailers, Inc.	Deck-Over, 14K Capacity	Each	12%
FT-16-2	Felling Trailers, Inc.	Deck-Over, 16K Capacity	Each	12%
FT-18-2	Felling Trailers, Inc.	Deck-Over, 18K Capacity	Each	12%
FT-18-3	Felling Trailers, Inc.	Deck-Over, 18K Capacity	Each	12%
FT-20-2	Felling Trailers, Inc.	Deck-Over, 20K Capacity	Each	12%
FT-20-3	Felling Trailers, Inc.	Deck-Over, 20K Capacity	Each	12%
FT-24-2	Felling Trailers, Inc.	Deck-Over, 24K Capacity	Each	12%
FT-24-3	Felling Trailers, Inc.	Deck-Over, 24K Capacity	Each	12%
FT-30-2	Felling Trailers, Inc.	Deck-Over, 30K Capacity	Each	12%
FT-30-3	Felling Trailers, Inc.	Deck-Over, 30K Capacity	Each	12%
FT-36-3	Felling Trailers, Inc.	Deck-Over, 36K Capacity	Each	12%
FT-40-2	Felling Trailers, Inc.	Deck-Over, 40K Capacity	Each	12%
FT-45-3	Felling Trailers, Inc.	Deck-Over, 45K Capacity	Each	12%
FT-50-3	Felling Trailers, Inc.	Deck-Over, 50K Capacity	Each	12%
FT-20-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 20K Capacity	Each	12%
FT-24-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 24K Capacity	Each	12%
FT-30-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 30K Capacity	Each	12%
FT-36-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 36K Capacity	Each	12%
FT-40-2 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 40K Capacity	Each	12%
FT-45-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 45K Capacity	Each	12%
FT-50-3 LP	Felling Trailers, Inc.	Deck-Over Low Profile, 50K Capacity	Each	12%
FT-60-3 LP	Felling Trailers, Inc.	Deck-Over, 60K Capacity	Each	12%
FT-60-4 LP	Felling Trailers, Inc.	Deck-Over, 60K Capacity	Each	12%
FT-50-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 50K Capacity	Each	12%
FT-70-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 70K Capacity	Each	12%
FT-80-2 MX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-80-3 MX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-100-3 MX	Felling Trailers, Inc.	Rigid Neck Semi, 100K Capacity	Each	12%
FT-70-2 HX	Felling Trailers, Inc.	Rigid Neck Semi, 70K Capacity	Each	12%

FT-80-2 HX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-80-3 HX	Felling Trailers, Inc.	Rigid Neck Semi, 80K Capacity	Each	12%
FT-100-3 HX	Felling Trailers, Inc.	Rigid Neck Semi, 100K Capacity	Each	12%
FT-70-2 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 70K Capacity	Each	12%
FT-70-2 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 70K Capacity	Each	12%
FT-80-3 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 80K Capacity	Each	12%
FT-80-3 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 80K Capacity	Each	12%
FT-100-3 NN-LX	Felling Trailers, Inc.	Narrow Neck Semi, 100K Capacity	Each	12%
FT-100-3 NN-HX	Felling Trailers, Inc.	Narrow Neck Semi, 100K Capacity	Each	12%
FT-70-2 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 70K Capacity	Each	12%
FT-80-2 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 80K Capacity	Each	12%
FT-100-3 PL-HT	Felling Trailers, Inc.	Perimeter Frame Low Hyd Tail, 100K Capacity	Each	12%
FT-70-2 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 70K Capacity	Each	12%
FT-80-2 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 80K Capacity	Each	12%
FT-100-3 PH-HT	Felling Trailers, Inc.	Perimeter Frame High Hyd Tail, 100K Capacity	Each	12%
FT-70-2 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 70K Capacity	Each	12%
FT-70-2 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 70K Capacity	Each	12%
FT-80-2 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 80K Capacity	Each	12%
FT-80-2 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 80K Capacity	Each	12%
FT-80-3 OTR-L	Felling Trailers, Inc.	Over the Road Low Semi, 80K Capacity	Each	12%
FT-80-3 OTR-H	Felling Trailers, Inc.	Over the Road High Semi, 80K Capacity	Each	12%
XF-70-2 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 70K Capacity	Each	12%
XF-100-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 100K Capacity	Each	12%
XF-110-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 110K Capacity	Each	12%
XF-120-3 HDG	Felling Trailers, Inc.	Hyd. Detach. Gooseneck, 120K Capacity	Each	12%
XF-70-2 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 70K Capacity	Each	12%
XF-100-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 100K Capacity	Each	12%
XF-110-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 110K Capacity	Each	12%
XF-120-3 HDG-L	Felling Trailers, Inc.	Hyd. Detach. Gooseneck Low, 120K Capacity	Each	12%
XF-Stinger 20	Felling Trailers, Inc.	Stinger for Hyd. Detach. Gooseneck, 20K Capacity	Each	12%
XF-Stinger 40-1	Felling Trailers, Inc.	Stinger for Hyd. Detach. Gooseneck, 40K Capacity	Each	12%
XF-Flip 20-1	Felling Trailers, Inc.	Flip for Hyd Detach. Gooseneck, 20K	Each	12%
XF-Jeep 60-1	Felling Trailers, Inc.	Jeep for Hyd. Detach. Gooseneck, 60K	Each	12%
XF-Jeep 80-2	Felling Trailers, Inc.	Jeep for Hyd. Detach. Gooseneck, 80K	Each	12%
FT-3 T	Felling Trailers, Inc.	Drop-Deck Tilt, 3K Capacity	Each	12%
FT-6 T	Felling Trailers, Inc.	Drop-Deck Tilt, 6K Capacity	Each	12%
FT-7 T-1	Felling Trailers, Inc.	Drop-Deck Tilt, 7K Capacity	Each	12%
FT-10 T	Felling Trailers, Inc.	Drop-Deck Tilt, 10K Capacity	Each	12%
FT-12 T	Felling Trailers, Inc.	Drop-Deck Tilt, 12K Capacity	Each	12%
FT-14 T	Felling Trailers, Inc.	Drop-Deck Tilt, 14K Capacity	Each	12%
FT-16 T	Felling Trailers, Inc.	Drop-Deck Tilt, 16K Capacity	Each	12%

FT-10 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 10K Capacity	Each	12%
FT-12 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 12K Capacity	Each	12%
FT-14 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 14K Capacity	Each	12%
FT-16 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 16K Capacity	Each	12%
FT-20 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 20K Capacity	Each	12%
FT-24 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 24K Capacity	Each	12%
FT-24-3 IT-I/E	Felling Trailers, Inc.	Industrial Tilt, 24K Capacity	Each	12%
FT-14-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 14K Capacity	Each	12%
FT-16-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 16K Capacity	Each	12%
FT-18-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 18K Capacity	Each	12%
FT-20-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 20K Capacity	Each	12%
FT-24-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 24K Capacity	Each	12%
FT-30-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 30K Capacity	Each	12%
FT-40-2 T	Felling Trailers, Inc.	Deck-Over Tilt, 40K Capacity	Each	12%
FT-50-3 T	Felling Trailers, Inc.	Deck-Over Tilt, 50K Capacity	Each	12%
FT-20-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 20K Capacity	Each	12%
FT-24-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 24K Capacity	Each	12%
FT-30-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 30K Capacity	Each	12%
FT-40-2 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 40K Capacity	Each	12%
FT-50-3 TA	Felling Trailers, Inc.	Deck-Over Air Tilt, 50K Capacity	Each	12%
FT-70-2 MX-TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 70K Capacity	Each	12%
FT-80-3 MX-TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 80K Capacity	Each	12%
FT-100-3 MX TD	Felling Trailers, Inc.	Rigid Neck Semi Tilt, 100K Capacity	Each	12%
FT-70-2 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 70K Capacity	Each	12%
FT-80-3 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 80K Capacity	Each	12%
FT-100-3 TSA	Felling Trailers, Inc.	Sliding Axle Semi Tilt, 100K Capacity	Each	12%
FT-6 DT	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump, 6K Capacity	Each	12%
FT-10 DT	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump, 10K Capacity	Each	12%
FT-12 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 12K Capacity	Each	12%
FT-14 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 14K Capacity	Each	12%
FT-16 DT HD	Felling Trailers, Inc.	Drop-Deck Hydraulic Dump Heavy Duty, 16K Capacity	Each	12%
FT-12-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 12K Capacity	Each	12%
FT-14-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 14K Capacity	Each	12%
FT-16-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 16K Capacity	Each	12%
FT-20-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 20K Capacity	Each	12%
FT-24-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 24K Capacity	Each	12%
FT-30-2 DT	Felling Trailers, Inc.	Deck-Over Hydraulic Dump, 30K Capacity	Each	12%
FT-12 E SD	Felling Trailers, Inc.	Side Dump, 12K Capacity	Each	12%
FT-14 E SD	Felling Trailers, Inc.	Side Dump, 14K Capacity	Each	12%
FT-16 E SD	Felling Trailers, Inc.	Side Dump, 16K Capacity	Each	12%
FT-3 A	Felling Trailers, Inc.	Aluminum Utility, 2.9K Capacity	Each	12%
FT-5 A	Felling Trailers, Inc.	Aluminum Utility, 5K Capacity	Each	12%
FT-10 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 10K Capacity	Each	12%
FT-12 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 12K Capacity	Each	12%
FT-14 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 14K Capacity	Each	12%
FT-15 A	Felling Trailers, Inc.	Drop-Deck Aluminum, 14.4K Capacity	Each	12%
FT-10 AP	Felling Trailers, Inc.	Drop-Deck Aluminum, 10K Capacity	Each	12%
FT-14-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 14K Capacity	Each	12%
FT-16-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 16K Capacity	Each	12%
FT-18-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 18K Capacity	Each	12%
FT-20-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 20K Capacity	Each	12%
FT-24-2 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 24K Capacity	Each	12%
FT-24-3 A GN	Felling Trailers, Inc.	Goose-Neck Deck-Over, 24K Capacity	Each	12%
FT-6 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 6K Capacity	Each	12%

FT-10 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 10K Capacity	Each	12%
FT-12 CL	Felling Trailers, Inc.	Drop Deck Compact Loader, 12K Capacity	Each	12%
FT-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 2.5K Capacity	Each	12%
FT-6 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor,4.7K Capacity	Each	12%
FT-7 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 6.4K Capacity	Each	12%
FT-10 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 10K Capacity	Each	12%
FT-12 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 12K Capacity	Each	12%
FT-14 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 14K Capacity	Each	12%
FT-16 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 16K Capacity	Each	12%
FT-20 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 20K Capacity	Each	12%
FT-30-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 30K Capacity	Each	12%
FT-36-3 Gen	Felling Trailers, Inc.	Drop Deck Generator/Compressor, 36K Capacity	Each	12%
FT-12-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 12K Capacity	Each	12%
FT-14-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 14K Capacity	Each	12%
FT-16-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 16K Capacity	Each	12%
FT-18-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 18K Capacity	Each	12%
FT-20-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 20K Capacity	Each	12%
FT-24-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 24K Capacity	Each	12%
FT-30-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 30K Capacity	Each	12%
FT-40-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 40K Capacity	Each	12%
FT-45-2 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 45K Capacity	Each	12%
FT-45-3 TT	Felling Trailers, Inc.	Deck Over Tender/Frame, 45K Capacity	Each	12%
FT-50-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 50K Capacity	Each	12%
FT-70-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 70K Capacity	Each	12%
FT-75-2 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 75K Capacity	Each	12%
FT-80-3 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 80K Capacity	Each	12%
FT-100-4 NN-TT	Felling Trailers, Inc.	Rigid Neck Semi Tender/Frame, 100K Capacity	Each	12%
FT-7-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 7K Capacity	Each	12%
FT-8-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 8K Capacity	Each	12%
FT-12-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 12K Capacity	Each	12%
FT-14-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 14K Capacity	Each	12%
FT-15-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 15K Capacity	Each	12%
FT-20-1 PT	Felling Trailers, Inc.	Utility Pole Trailer, 20K Capacity	Each	12%
FT-20-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 20K Capacity	Each	12%
FT-24-2 PT	Felling Trailers, Inc.	Utility Pole Trailer, 24K Capacity	Each	12%
FT-12-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 12K Capacity	Each	12%
FT-14-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 14K Capacity	Each	12%
FT-16-2 PT-C	Felling Trailers, Inc.	Utility Pole Cargo Trailer, 16K Capacity	Each	12%
FT-3 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%

FT-6 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%
FT-8 R	Felling Trailers, Inc.	Utility Reel, 6K Capacity	Each	12%
FT-10 R	Felling Trailers, Inc.	Utility Reel, 10K Capacity	Each	12%
FT-14-2 R	Felling Trailers, Inc.	Utility Reel, 14K Capacity	Each	12%
FT-3 Coil	Felling Trailers, Inc.	Pipe Coil Trailer, 3K Capacity	Each	12%
FT-6 Coil	Felling Trailers, Inc.	Pipe Coil Trailer, 6K Capacity	Each	12%
FT-16 S	Felling Trailers, Inc.	Sprayer Trailer, 16K Capacity	Each	12%
FT-24 S	Felling Trailers, Inc.	Sprayer Trailer, 24K Capacity	Each	12%
FT-40 S	Felling Trailers, Inc.	Sprayer Trailer, 40K Capacity	Each	12%
FT-16 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 16K Capacity	Each	12%
FT-24 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 24K Capacity	Each	12%
FT-30 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 30K Capacity	Each	12%
FT-40 WT	Felling Trailers, Inc.	Wide Track Sprayer Trailer, 40K Capacity	Each	12%
FT-16 NT	Felling Trailers, Inc.	Narrow Track Sprayer Trailer, 16K Capacity	Each	12%
FT-16 TS	Felling Trailers, Inc.	Telescoping Track Sprayer Trailer, 16K Capacity	Each	12%
FT-24 TS	Felling Trailers, Inc.	Telescoping Track Sprayer Trailer, 24K Capacity	Each	12%
X-55-3	Felling Trailers, Inc.	Side Gate X-Over Dump Trailer, 80K Capac	Each	12%
SLT8.5X12TA	Felling/Stealth (Enclos	8.5 X 12 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X14TA	Felling/Stealth (Enclos	8.5 X 14 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X16TA	Felling/Stealth (Enclos	8.5 X 16 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X18TA	Felling/Stealth (Enclos	8.5 X 18 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X20TA	Felling/Stealth (Enclos	8.5 X 20 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X22TA	Felling/Stealth (Enclos	8.5 X 22 - 78" Interior Height, Spring 3500#	Each	12%
SLT8.5X24TA	Felling/Stealth (Enclos	8.5 X 24 - 78" Interior Height, Spring 3500#	Each	12%
T4221 TAN AIR	Felling/Centerline	TAN-AXLE, 42' - 21.5 Cu. Yd. Premium Ste	Each	12%
T4221 TRI AIR	Felling/Centerline	TRI-AXLE, 42' - 21.5 Cu. Yd. Premium Stee	Each	12%
T4821 TRI AIR	Felling/Centerline	TRI-AXLE, 48' - 21.5 Cu. Yd. Premium Stee	Each	12%
T5123 QUAD AIR	Felling/Centerline	QUAD-AXLE, 51' - 23 Cu. Yd. Premium Ste	Each	12%

Trail King

Contract#: 052015-TKI
Category: Construction & Agricultural Equipment
Description: Portable Construction Equipment and Trailers
Maturity Date: 07/21/2019

Trail King Industries, Inc. is the leading manufacturer of agricultural, commercial, construction, material hauling and specialized hauling equipment. Equipped with state-of-the-art manufacturing facilities, Trail King manufactures over forty different types of trailers, with load capacities ranging from 6,000 lbs. to 1 million lbs. Supported by a network of almost 400 dealer locations across the U.S. and Canada, Trail King also markets and sells its products to customers in South America, Europe, Asia, and other locations around the globe. Since 1974, Trail King has built a reputation for quality, reliability, and performance that is unsurpassed.

For more information, visit www.trailking.com

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Mike Heschke
Direct Phone: 814-856-2056

Cell: 814-715-527
mheschke@trailking.com
www.trailking.com

Contract Award
RFP 052015 #

FORM D

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

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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: Trail King Industries, Inc. Date: 5/14/15

Company Address: 300 East Norway

City: Mitchell State: SD Zip:

Contact Person: Michael Heschke Title: Director Government Sales

Authorized Signature (ink only): Michael Heschke Michael Heschke
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 052015 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH REALTED ACCESSORIES, ATTACHMENTS AND SUPPLIES

Trail King 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 July 21, 20 15 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: _____ Dr. Chad Cowette
NJPA Executive Director (Name printed or typed)

Awarded this 21st day of July, 20 15 **NJPA Contract Number** 052015-TKI

NJPA Authorized signature: _____ Scott Veroren
NJPA Board Member (Name printed or typed)

Executed this 21st day of July, 20 15 **NJPA Contract Number** 052015-TKI

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

Vendor Name Trail King Industries, Inc.

Vendor Authorized signature: Michael Heschke Michael Heschke
(Name printed or typed)

Title: Director of Government Sales

Executed this 22nd day of July, 20 15 **NJPA Contract Number** 052015-TKI

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

RFP Opening

MAY 21, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #052015

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 052015 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES. Details of this RFP are available beginning APRIL 10, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until MAY 20, 2015 at 4:30 p.m. Central Time at the above address and opened MAY 21, 2015 at 8:00 a.m. Central Time.

RFP Timeline

APRIL 10, 2015	**Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:** http://www.njpacoop.org/oregon-advertising)**, in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
May 6, 2015 **10:00 a.m. Central Time**	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
May 13, 2015	**Deadline for RFP questions.**
MAY 20, 2015 **4:30 p.m. Central Time**	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
MAY 21, 2015 **8:00 a.m. Central Time**	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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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, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, 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.

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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES.

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

3.17.1 In addition to PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Trailers; hand-held power or pneumatic tools that may be transported a short distance by hand with reasonable effort; hand-held or push/pull landscape equipment; portable air compressors; light towers; generators; welders; pressure washers; portable sign boards; portable traffic signals; road barricades and signs; aerial lift equipment; portable pumps; concrete mixers; and trench safety equipment.

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

3.17.2.1 This solicitation should not be construed to include sewer vacuums, street sweepers, hydro-excavators, bucket trucks, agricultural tractors, wheel or track loaders, motor graders, excavators, backhoes, bull dozers, scrapers, skid steers, tele-handlers, cranes, paving machines, screeds, pavement milling machines, derrick diggers.

3.17.2.2 This solicitation should not be construed to include more than an incidental quantity of mowers.

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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; 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 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES will be received by Jonathan Yahn, 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 Jonathan Yahn 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

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 compete 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 and level two 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 pricing document (with apparent discounts), sample certificate of liability insurance 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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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 NJPA 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: Not withstanding 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) 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

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Form A

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 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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) Describe your level of experience with national, state and local cooperative contracts.
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 any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) 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.
41) How would you leverage an NJPA awarded contract in your sales process?
42) 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

43) 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
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) 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).
47) 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.
48) 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?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) 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	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 052015 #

FORM D

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

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 052015 # _____

_____
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 052015 #**

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

Executed this _____ day of _____, 20_____ **NJPA Contract Number 052015 #**

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 052015 #**

Form F

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: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS 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	
TOTAL POINTS	**1000**	

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) Describe 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, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____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.

_____d. Other; please describe.

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

24) What is your US market share for the solutions you are proposing in this response?
25) Do you hold any industry-specific quality management system certifications such as ISO 9001?
26) Do you hold any environmental management system certifications such as ISO 14001?
27) What is your Canadian market share (if any) for the solutions you are proposing in this response?
28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?
29) For how many years have the models you are proposing in this response been available in the marketplace?
30) What is your parts order fill rate?
31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

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 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 compete 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

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

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

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 or equipment/products/services is consistent with existing NJPA contract pricing.

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

Appendix A

NJPA 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 your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington