



City of Palo Alto

City Council Staff Report

(ID # 10598)

Report Type: Consent Calendar

Meeting Date: 10/7/2019

Summary Title: Contract for Purchase of a Peterbilt 337 Cable Puller

Title: Approval of a Purchase Order With National Auto Fleet Group in an Amount Not-to-Exceed \$379,429 for the Purchase of a 2020 Peterbilt 337 Cable Puller With Crane, Utilizing a Cooperative Purchase Agreement

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute a purchase order with National Auto Fleet Group in the amount of \$379,429 for the purchase of a 2020 Peterbilt 337 chassis with crane body/puller, utilizing a cooperative purchase agreement via Sourcewell, a cooperative purchasing agency serving government and not-for-profit organizations.

Background

The Vehicle and Equipment Use, Maintenance, and Replacement Policy section 4-1 provides for the on-going replacement of City fleet vehicles and equipment. Replacements are scheduled using guidelines based on age, mileage accumulation, and obsolescence. Policy 4-1 prescribes a replacement interval of ten years or 100,000 miles for trucks with service bodies.

Vehicle 7697, a 1998 Freightliner FL80 with a flatbed corner mounted crane is over 21 years old, with over 61,000 miles. Lifetime maintenance and operation costs for this vehicle have exceeded \$200,000.

Discussion

Fleet staff recommends replacing vehicle 7697 as it exceeds replacement criteria and has experienced increased downtime due to reoccurring issues with components such as the instrument cluster, instrument gauges, and speedometer. Fleet staff have repaired multiple issues with interior cab components, exterior cabinets and tool drawers, and hydraulic tank leaks. The original diesel exhaust filtration system is no longer supported by the manufacturer, which presents a problem when trying to locate parts. Although this truck has a little over 61,000 miles, the wear to the engine is that of a vehicle with much higher miles. This is due to the engine running continuously under load for several hours to support the hydraulic system

when crews are installing new underground cable. It is also anticipated that the current engine repairs needed could exceed \$50,000.

Vehicle 7697 will be replaced with a 2020 Peterbilt 337 Cable Puller with a crane. The new vehicle's configuration will allow crews to tow a wire trailer while carrying a transformer or other piece of electrical equipment to the field. Having this capability reduces the total number of trips made to the worksite. The new vehicle will have the ability to lift 14,000 pounds with the crane, whereas vehicle 7697 has a lift capacity of 12,000 pounds. The crane pedestal height will also be raised roughly 8-9 inches allowing additional clearance to the vehicle's cargo flatbed. Another unique feature of this vehicle is its compact size allowing it to access the tight confines of most construction sites without reducing functionality. This replacement vehicle will better serve Utilities operations by allowing crews to efficiently replace and install electrical equipment and cable with minimum downtime.

Procurement Process

The City's municipal code, PAMC section 2.30.360 (j), allows the use of cooperative purchasing agreements in lieu of conducting a competitive solicitation. National Auto Fleet Group has been awarded a contract through Sourcewell (formerly known as the National Joint Powers Alliance), a cooperative purchasing agency serving governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies. Sourcewell conducted a Request for Proposals under which the National Auto Fleet Group was an awarded vendor. To participate under the cooperative agreement, a Request for Quotation was sent to Sourcewell, and staff received a quote from National Auto Fleet Group on June 28, 2019 (Attachment A).

Resource Impact

Funding was approved for the purchase of the 2020 Peterbilt 337 cable puller with crane in the Scheduled Vehicle and Equipment Replacement Capital Improvement Program project (VR-20000).

Policy Implications

Authorization of this purchase does not represent any change to existing policies.

Environmental Review

This purchase is exempt from the provisions of the California Environmental Quality Act (CEQA) under Sections 10560 and 10561.

Attachments:

- Attachment A - Quote
- Attachment B - 4520000133 For Council approval (Peterbilt 337 (Nat'l Auto))



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

06/28/2019

Quote ID 8508

Mr. Raul Juarez

City of Palo Alto
3201 E. Bayshore Road
Palo Alto, CA 94303

Dear Mr. Juarez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2020 Peterbilt 337 Paccar PX-9 300HP, Allison Transmission 3500 RDS-P with Puller, Crane, Body and Equipment)** Provided by Mr. Ryan Sabeau with Peterbilt each for:

	One Unit (1)
Sub Total	\$ 348,100.00
Tax (9.00%)	\$ 31,329.00
Total	\$ 379,429.00

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

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

Sincerely,

Jesse Cooper
National Fleet Manager
Jcooper@Nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497



AMERICAN TRUCK & TRAILER BODY CO., INC.



100 W. Valpico Road, Building "D", Tracy, CA 95376 (209) 836-8985 (800) 499-8985 Fax (209) 836-1697

Confidential Important Notice

This specification is the property of American Truck & Trailer Body Company, Inc. And shall not be copied or reproduced in any manner for any purpose whatsoever except by written permission of American Truck & Trailer Body Company, Inc.

City of Palo Alto
Att: Raul Juarez
3201 E. Bayshore Road
Palo Alto, CA 94303

June 10, 2019

Dear Mr. Juarez,

Thank you for the opportunity to provide a quote and specifications for a Cable Puller - Crane Truck. Reference: City of Palo Alto **Truck #7697**. The puller, crane, body, and equipment will be installed on a 2019 / new Peterbilt 337 Chassis. Complete and detailed chassis specifications will be provided National Auto Fleet Group as per NJPA/ Sourcwell Guidelines. The truck chassis, body, and equipment specifications are as follows:

Truck Chassis, Puller, Crane, Body, and Equipment Specifications

Chassis: (Complete chassis specifications will be provided by dealer)

Year: 2019/ new
Model: Peterbilt 337
Cab: 10" Extended Cab 2 doors
Wheelbase: 204"
CA: 124"
GVWR: 33,000 lbs.—full length inner frame reinforcement
Engine: Diesel
Transmission: Automatic w/ provisions for pto
Suspension: Air Trac
Accessories: A/C, PW, and PL. Air ride driver's and passenger's seats
Wheels: Steel
Paint: Painted white

Body: Detailed CAD drawings will be provided for approval at the Pre-Construction Meeting prior to cutting steel.

Body Dimensions:

58 Inches - Compartment height
20 Inches - Compartment depth below transverse
15.8 Inches - Top of body to the top of the floor

Body Materials:

14 gauge galvanized. - Main body material
12 gauge hot rolled treadplate. - compartment tops
18 gauge galvanized - Inner door panels
18 gauge galvanized - Outer door panels
5/16" Stainless Steel continuous rod - Door Hinge Rod.
Stainless Steel - Door Hinge Sockets. (standard)
14 gauge galvanized - Front bulkhead
18 gauge galvanized - Shelving installed on Uni-Strut for infinite adjustment.

Accessories:

Stainless Steel Two point automotive paddle latch with rotary door latches.
Spring Loaded type door holders on vertically hinged doors
Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.
Lights will be installed with door switches.
Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Top Storage Basket:

94" long x 9" High x 38" wide 14 gauge punched metal basket installed around top perimeter of transverse compartment with 1" tube framing.

Streetside Compartmentation

1st Vertical:

38" Wide x 58" High x 20" Deep below transverse
Barn type compartment doors
Stainless Steel Two point automotive paddle latch with rotary door latches.
Open transverse compartment with bottom pan reinforced for a Braden BP200 Winch
There shall be an access door from the bed area to the center of the transverse

Curbside Compartmentation

1st Vertical:

38" Wide x 58" High x 20" Deep below transverse
Barn type compartment doors
Stainless Steel Two point automotive paddle latch with rotary door latches.
Open transverse compartment with bottom pan reinforced for a Braden BP200 Winch.
There shall be an access door from the bed area to the center of the transverse

Streetside Underbody Box:

40" long X 24" high X 20" wide 14
gauge galvanized box with 12 gauge

hot rolled treadplate top with

- One (1) adjustable/removable shelf each with divider slots on 2" centers installed on Uni-strut shelf will have Six (6) adjustable dividers.

Barn type compartment doors

Spring Loaded type door holders on vertically hinged doors

Stainless Steel Two point automotive paddle latch with rotary door latches.

Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.

Lights will be installed with door switches.

Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

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Stainless Steel Two point automotive paddle latch with rotary door latches.

Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.

Lights will be installed with door switches.

Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Flatbed: Eleven feet (11'), flatbed with treadplate steel deck as per the following specifications will be provided:

Frame - Steel frame, rub rails 1/8" steel 7 1/2" deep, no sharp edges or corners. 6-inch high structural I-beam longitudinal. 10-inch structural steel channel cross members, 12-inch centers.

Hardwood sills between the truck frame and body frame.

Rear under ride protection to incorporate deck step and bumper.

Deck- 3/16" steel treadplate.

Attachment - Decking shall be attached to the cross members with "Torx" screws.

Body shall be mounted to the truck frame with properly sized shear plates not more than 48" apart forward of the axle. 1 at the rear of the rear spring hanger.

Deck Access -Two (2) ladders will be installed with grip strut steps and a tread depth of 4 inches (min.) Steps shall be spaced evenly and not to exceed 18 inches step to step. Grab handles will be installed as required. The locations for the steps and grab handles to be determined during the Pre-Construction Meeting.

Deck Tie Downs - Furnish two (2) 5000 lb capacity tie down rings, located apx. 1' inboard from the edge of the flatbed. One (1) on the left side and one (1) on the right side centered front to rear. To be reviewed and approved during the Pre-Construction Meeting.

Chock holders - Wheel chock holders with chain restraints will be provided and installed. The location to be determined at the Pre-Construction Meeting.

Rope (J) Hooks - Furnish ½ inch diameter rope “J” hooks 1 per cross member located under deck each side.

License Holder - License holder and license plate light shall be mounted on rear of bed.

Ratcheting Straps - Three (3) fixed ratcheting straps will be installed on the curbside of the flatbed.

Rope storage - brackets to accommodate storage for two spools of rope will be installed at the rear driver’s side on top of the flatbed. The design and construction details to be discussed during the Pre-Construction Meeting.

Trailer Hitch: A Premier #270 slack reducing coupling w/air chamber, two d-rings, and 7 blade trailer connector.

Headboard: A headboard / cab protector with a window cutout will be installed behind the cab.

Cable Puller:

A Braden Model BP200 cable puller will be provided and installed between the chassis frame rails at the front of the body. The puller will have 2400 feet of 7/16” (6 x 37) fiber core steel cable installed. The cable has a rated capacity of 4000 lbs. working load and 18,000 lbs. break strength. There will be a thimble and swivel installed on the end of the cable. The puller will have an extended shaft that protrudes inside the curbside front compartment. The extended shaft will accommodate mounting a bayonet style capstan. The puller high and low speed control, free spool, and pay in/out controls will be located will be on the controller. The controller will be a pistol grip style with 25 ft. of tethered lead. A spare controller will be included. The cable will level wind under the drum, protrude under the flatbed, and exit through a universal 360 degree sheave at the rear of the truck .The line pull tension will be controlled by an adjustable relief valve. The puller line pull and speed specifications are as follows:

BP200 Cable Puller

	Layer 1	Layer 2	Layer 3	Layer 4
Line Pull* lbs (kg)	20,000 lbs (9,100 kg)	18,450 lbs (8,370 kg)	17,100 lbs (7,760 kg)	16,000 lbs (7,260 kg)
Line Speed* fpm (mpm)	44 fpm (13 mpm)	48 fpm (15 mpm)	52 fpm (16 mpm)	55 fpm (17 mpm)

High Speed (BP200B-23212/106-9/16-46)

	Layer 1	Layer 2	Layer 3	Layer 4
Line Pull* lbs (kg)	9,900 lbs (4,500 kg)	9,100lbs (4,130 kg)	8,450 lbs (3,830 kg)	7,850 lbs (3,560 kg)

Line Speed* fpm (mpm)	88 fpm (27 mpm)	96 fpm (29 mpm)	104 fpm (32 mpm)	111 fpm (34 mpm)
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Capstan:

A Sauber Model 8102-LN Almag Capstan / equivalent with a standard bayonet mount will be provided and installed in the curbside front compartment. A bi-directional foot pedal control with 8 feet of cable and a control module will be provided to control the capstan. An additional foot pedal control will be provided.

Hydraulic System:

The hydraulic system will be capable of operating the puller, crane, outriggers, and hydraulic tool system. The system will consist of a reservoir, pto, hyd. pump, cooler, required filters, valves, hoses, plumbing, and gauges. The hydraulic tank and cooler will be installed behind the cab and in front of the body.

Hydraulic Tool Circuit:

A Hannay hose reel with 25 feet of ½" id. twin hydraulic hose and a ball stop will be provided and installed at the curbside rear of the truck under the flatbed. The circuit will accommodate a minimum flow requirement of 10 gpm @ 2000 psi.

Sump Pump:

A Stanley SM50 / equivalent submersible pump be provided and installed in the curbside front compartment.

Crane:

An Auto Crane HC-14 Crane will be provided and installed on a pedestal at the curbside rear of the truck. The pedestal will have a door located on the curbside for access.

The crane is proportionally controlled. There's and automatic stop at 100% load capacity.

Adjustable speed settings; from 25% to 100%. Enables fine tuning of speeds for total control over the load. The NexStar FM remote system receiver displays load-monitoring and diagnostic readouts in plain English. No codes to look-up or memorize; operator views precise percentage load capacity.

The crane will have two (2) spotlights installed at the tip. An extra/ spare controller will be provided. Each controller will have 25 feet of cable.

Hydraulically controlled outriggers will be installed at the front and rear of the truck. The outriggers on the curbside front and rear will extend in/out/ up/ down hydraulically. The outward extension will be~42". The driver's side front and rear outriggers will extend up/down hydraulically.

Four (4) outrigger pads 19.25 x 19.25 x 1.5 4 sided cavity type will be provided with mounting brackets.

The controls for the outriggers will be located on the curbside at the rear of the truck, and on driver's side at the rear of the truck.

A third party crane certification to ensure compliance to California OSHA requirements will be provided. Nextstar III wireless and tether type controller will be provided.

Auto Crane HC-14

Capacity 14,000 lbs (5,443 kg) at 6 ft (1.83 m)
Rating 70,000 ft-lb (9.68 t-m)
Length 30 ft (9.14 m) fully extended

Stowed Boom Length 15' 9" (4.80 m)

Width 2' 3" (.68 m)

Height 3' 3" (.99 m)

Base Plate Dimensions 20.5" x 24.5" (0.52 m x 0.62 m)

Single Line Speed 60 ft/min (18.3 m/min)

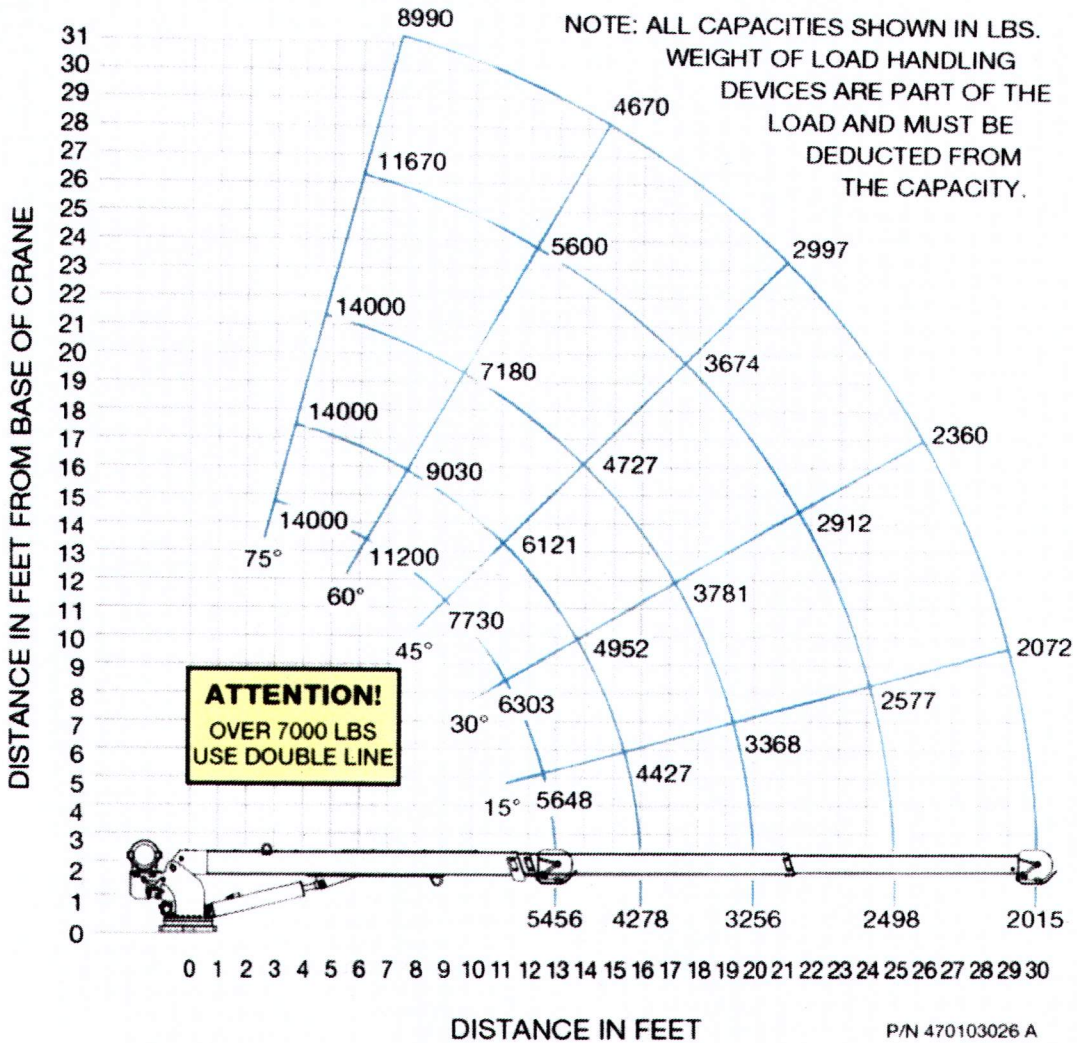
Boom Down 22-26 seconds (full stroke of cylinder)

Boom Retract 47-56 seconds (full stroke of cylinder)

Hydraulic Requirements 15 gpm (57 L/min) at 2,800 psi (193 bar)

Cable 120 ft (36.6 m) of 7/16" (12.7 mm) aircraft quality cable

HC-14



Backup Alarm:

A backup alarm will be installed.

Backup Camera System:

A Pro-Vision mobile camera system will be installed. Includes a heavy duty monitor, wide angle camera, wiring harnesses, and mounting brackets.

Warning Lights:

A Whelen Liberty II Series 59" long lightbar with amber lens, traffic advisors front and rear, and ally lights will be provided and installed on top of the headboard cab protector. The control panel will be installed inside the cab.

Eight (8) surface mounted LED strobe lights will be installed on the vehicle as follows: 2 of the front, 2 at the rear, 2 on the left and right side. Lights must be recessed/ flush mounted - protected.

Two (2) Whelen 12 vdc LED model MPPWCS low profile pedestal/ swivel work/ scene lights with on/off switches will be provided and installed on the left and right side of the headboard.

Electric Trailer Brake Controller:

An electronic heavy duty trailer brake controller will be installed inside the cab.

Mudflaps:

Two (2) mudflaps with hooks will be installed at the rear.

Cone Holders and Steps:

Two (2) cone holders will be provided and installed. The design details and location to be discussed at the Pre-Construction Meeting.

Two (2) steps will be provided and installed. The design details and location to be discussed at the Pre-Construction Meeting.

References:

The final stage manufacture will provide a minimum of five (5) references (name, organization and phone number), who have taken delivery of trucks of this type with the options listed in this specification within the last year. This excludes prototypes or experimental units.

Service Facilities:

The final stage manufacture must be located within 100 miles of Palo Alto, CA. and must be a factory authorized sales and service center for all components listed in this specification.

Engineering:

The final stage manufacture must have either a professional engineer registered by the CA State Board for Professional Engineers on staff, or must have a third party registered professional engineer that has

reviewed and approved the proposed structural, layout and installation of all components/ equipment. Engineers contact information must be provided upon request.

Paint and Finish:

The body and compartments shall be painted white to match the cab. The rear bumper area, flatbed, rear face of the front transverse compartment, top storage basket, and access steps shall be sprayed with black Line-X.

All surfaces to be acid etched, cleaned of rust, grease, oil, dirt, millscale, etc., prior to the prime coat of paint

All exterior and interior surfaces coated with minimum two coats of metal primer

Body exterior painted with minimum two coats paint to match cab

All installed switches and/or equipment control(s), must be properly labeled as to function and condition (i.e., on, off, etc.). All required identification labels or placards, interior or exterior, to be permanent non-fading (i.e., engraved or die-stamped) and affixed using rivets. **Adhesive labels, metal or plastic, are not acceptable**

Any and all body attachments shall be installed using a rubber gasket material and attachment caulked to prevent water leakage.

Vehicle Lighting:

Completed vehicle shall comply with FMVSS108 & CVC regulations. L.E.D. Stop/tail/turn lights and back-up lights shall be flush mounted, "Trucklite" or equal.

Side marker lights may be Trucklite No.1 integral reflector/light.

All wiring both internal and external to be loomed and fully protected. All lights will be LED.

Welding & Workmanship:

Shall be state of the art workmanship. Welding shall comply with applicable AWS Standards D1.1. Body and equipment are to be thoroughly cleaned of scale, splatter, oil, dirt, etc., and treated with an acceptable metal preparation process before any primer and finish coats of paint are applied. If any welding is done after primer has been applied, the work shall be made clean and smooth and the area re-primed.

Final Stage Manufacturer:

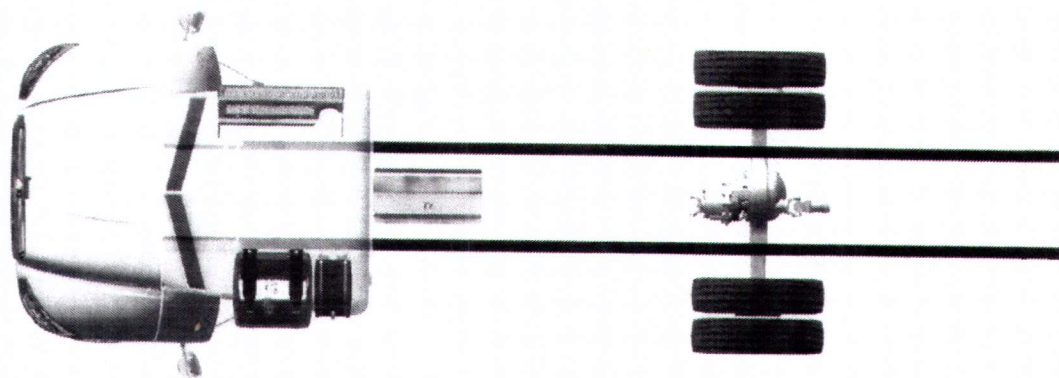
Shall certify complete functionality of the completed unit per Federal DOT *Regulations for Final Stage Manufacturing*. *Decal shall be located on the driver's door.*

Price excluding chassis: \$248,238.00

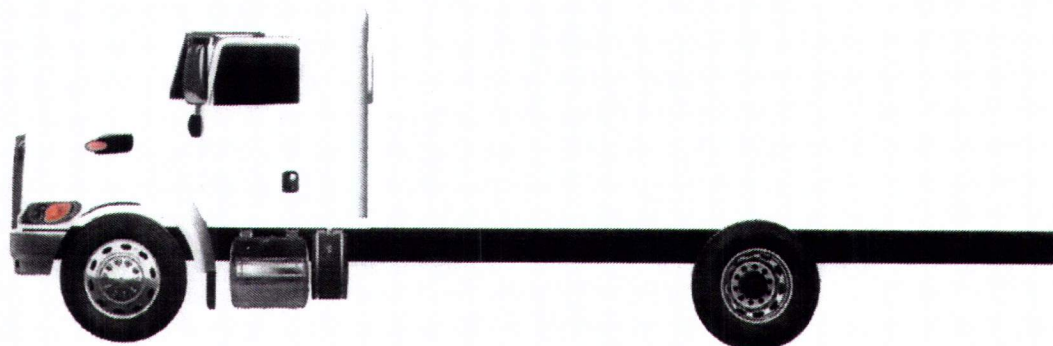
Price does not include tax or license fees

Payment: 2%- 10 discount, Net 30- 1.5 % Interest on outstanding past 30

F.O.B. Palo Alto, CA



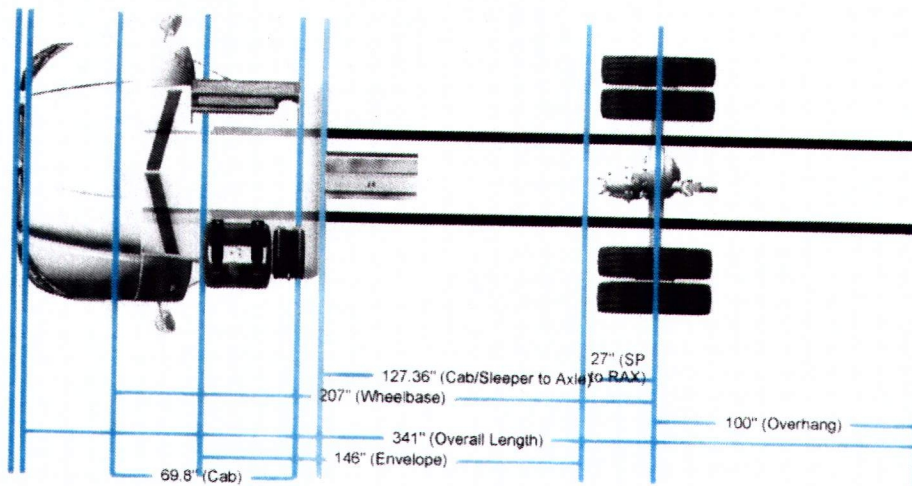
Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



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Selected Options

Sales Option	Description	Width	Side
5554040	26in Aluminum 50 Gallon Fuel Tank LH...	26	Left
5655019	DEF Tank Small	23	Left
6010800	Install Batteries On Temp Plywood Sup...	18	Center
6040550	Aftertreatment RH U/C ALUMINUM Non-...	18	Right

Available Space: Left: 106.8 in. Center: 63.9 in. Right: 109.4 in.

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Valley Peterbilt, Inc (V305)
5837 N. Golden State Blvd
Turlock, California 95382

NJPA / American Truck & Trailer
100 W. Valipco Rd
Tracy, California 95376
United States of America

Phone: (209)996-9960
Fax: (209)669-9674
Email: rsabean@itctrucks.com

Phone:
Fax:
Contact Email: jeff@atttbcinc.com

Vehicle Summary

	Unit	Model	Chassis	
Model:		Model 337	Fr Axle Load (lbs):	12000
Type:		Full Truck	Rr Axle Load (lbs):	21000
Description 1:			G.C.W. (lbs):	79000
Description 2:				
	Application		Road Conditions:	
Intended Serv.:	Utility/Lube Service		Class A (Highway)	100
Commodity:	Petroleum Products		Class B (Hwy/Mtn)	0
			Class C (Off-Hwy)	0
			Class D (Off-Road)	0
	Body		Maximum Grade:	6
Type:	Platform w/Devices		Wheelbase (in):	207
Length (ft):	24		Overhang (in):	100
Height (ft):	13.5		Fr Axle to BOC (in):	69.8
Max Laden Weight (lbs):	1000			
			Cab to Axle (in):	137.2
	Trailer		Cab to EOF (in):	237.2
No. of Trailer Axles:	0		Overall Comb. Length (in):	345.2
Type:				
Length (ft):	0			
Height (ft):	0		Special Req.	
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0003371	S	Model 337 The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. With a full range of suspensions and in an all-wheel-drive configuration, the 337 delivers an ideal match for applications such as wrecker, tanker, beverage delivery, municipal utilities – just about any job you can throw at it.	94,048	10,070
0091130	O	Petroleum Products	0	0
0093140	O	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0	0
0095010	O	Platform w/Devices	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0515010	O	10-5/8" Steel Rails 326-384" 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	249	302
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	365	0
0613090	O	Three-Piece Crossmembers	695	3
0644090	S	EOF Square without Crossmember For use with body builder installed crossmember.	0	0
0651090	S	Omit Rear Mudflaps and Hangers	0	0
Front Axle & Equipment				
1011875	O	Dana Spicer E1202IL 12,000 lb, 3.5 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 12,000 lb. The axles have exclusive one-piece forged design knuckle including steer arm, tie rod arm and spindle. This feature helps in greater durability and reduced maintenance.	40	0
1111190	O	Taper Leaf Springs, Shocks 12,000 lb	38	0

Price Level: January 1, 2019

Deal:

Printed On: 3/15/2019 8:15:34 AM

Date: March 15, 2019

Quote Number: QUO-444423-Y2J2F6



Sales Code	Std/Opt	Description	\$ List	Weight
1243040	S	Power Steering Sheppard HD94 For use with 10,000 to 13,200 lb. axle ratings.	0	0
1250180	O	Power Steering Reservoir Frame Mounted	0	0
1353540	O	PHP10 Aluminum PreSet PLUS Hubs	282	-23
1380240	O	Dana Spicer Wide Track IPO Standard 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	33	15
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
1390540	O	Dust Shields, Cam Brakes, Front Axle	26	4
1391410	O	Gusseted Cam Brackets, Steer Axle	24	0
1391500	O	TruTurn Lite Brake Drums IPO Standard	42	-15
Rear Axle & Equipment				
1513320	O	Dana Spicer P22060S 21,000 lb	380	117
1616290	O	PHP10 Aluminum PreSet PLUS Hubs	404	0
1631310	S	Standard Stroke Parking Brakes Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.	0	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	30	15
1680280	O	Bendix Smart ATC Traction Control	225	2
1680420	O	X30 Brake Drums IPO Standard, Drive Axle(s)	76	-79
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	Stability System Not Selected Or Not Available	0	0
1681337	S	Single Drive Axle (Model 337)	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M	0	0

Price Level: January 1, 2019

Deal:

Printed On: 3/15/2019 8:15:34 AM

Date: March 15, 2019

Quote Number: QUO-444423-Y2J2F6



Sales Code	Std/Opt	Description	\$ List	Weight
		ABS-6. Includes air braking system.		
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1705290	O	Ratio 5.29 Rear Axle	0	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	1,329	175
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	52	0
1922260	O	Dash Mtd Dump Switch With Indicator Light For suspension	34	2

Engine & Equipment

2074306	O	PACCAR PX-9 300@2000 GOV@2200 860@1300 Productivity (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO...Cruise Control Auto Resume (N21480 P068 NO...Auto Engine Brake in Cruise N21450 P026 NO...Gear Down Protection (P026) N21440 P015 NO...Engine Protection Shutdown (N21350 P001 64...Maximum Accelerator Pedal Ve N21370 P059 64...Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 0...Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5...Timer Setting (P030) N21570 P031 NO...Idle Shutdown Manual Overrul N21610 P172 40...Low Ambient Temperature Thre N21630 P171 80...High Ambient Temperature Thr N21510 P520 YES...Enable Idle Shutdown Park Br N21430 N201 0...Reserve Speed Limit Offset (N21410 N202 0...Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21420 N206 10...Maximum Active Distance (N20 N21340 P112 120...Hard Maximum Speed Limit (P1 N21550 P516 0...Engine Load Threshold (P516) N21620 P173 60...Intermediate Ambient Tempera N21330 N207 0...Expiration Distance (N207) N21500 N209 0...Expiration Distance (N209)	1,693	0
2091305	O	Engine Idle Shutdown Timer Enabled	0	0

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Date: March 15, 2019

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Sales Code	Std/Opt	Description	\$ List	Weight
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed	0	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538030	S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	112	4
2621030	O	On/Off Fan Clutch	57	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812140	O	C-Brake By Jacobs, PX-9	2,308	90
2921160	S	Spin-On Fuel/Water Separator	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	4	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.		
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab (2017).	392	29
3381770	O	Curved Tip Standpipe(s)	42	0
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	496	0
Transmission & Equipment				
4052230	O	Allison 3500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.59, 2nd-2.25, 3rd-1.54, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.00)	10,603	195
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	357	20
4233030	O	(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.	56	0
4250650	O	LH PTO Access Dipstick Tube Routing, Allison Trans	0	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop Features and Benefits: Reduces or eliminates the load on the engine when vehicle is stopped, Can help lower fuel consumption and CO2 emissions and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256680	O	Allison 6-Speed Configuration, Wide Ratio Gears	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
4256920	O	Dash Mounted Push Button Shifter Available with Allison Transmissions.	628	0
4256990	O	Rolling Direction Change Shift Inhibit Feature Allison Transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0

Air & Trailer Equipment

4510320	S	Bendix AD-IS Air Dryer with Heater And Coalescing Filter	0	0
4520420	O	Pull Cords All Air Tanks	6	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	Body Connections 5' BOC Junction Box contains light and power circuits for Body Connections located 5' from BOC.	135	4
4612780	O	A&E Conn EOF, 7-Way Socket & 4ft Additional Lines (coiled and strapped to frame, without gladhands)	240	0
4612800	O	Trailer Hand Valve with Column-Mounted Controls	97	11

Tires & Wheels

5069610	S	FF: BR 14ply 295/75R22.5 R268 Ecopia R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 40.3 inches; SLR = 18.8 inches	0	0
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Sales Code	Std/Opt	Description	\$ List	Weight
5169710	O	RR: BR 14ply 295/75R22.5 M760 Ecopia Diameter = 40.7 inches; SLR = 19.0 inches	300	20
5190004	O	Code-rear Tire Qty 04	0	0
5221740	O	FF: Alcoa 883677 22.5X8.25 Clean Buff Finish Aluminum	337	-44
5321740	O	RR: Alcoa 883677 22.5X8.25 Clean Buff Finish Aluminum	674	-88
5390004	O	Code-rear Rim Qty 04	0	0
Fuel Tanks				
5554040	O	26in Aluminum 50 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	3	-119
5602050	O	Location LH U/C 50 Gallon	0	0
5652850	O	Perforated Metal Anti-Siphon Device(s) (Requires Engineering review with Arctic Fox or Split Fuel Tanks)	51	0
5652900	O	DEF Tank Mounted LH Under Cab	80	0
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0	0
5655019	O	DEF Tank Small	-135	0
Battery Box & Bumper				
6010800	O	Install Batteries On Temp Plywood Support BOC Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	94	-97
6040550	S	Aftertreatment RH U/C ALUMINUM Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0
6121200	O	Steel Styled Aero Bumper Chrome 2 Tow pins	266	0
Cab & Equipment				
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0	0
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	19	2

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Sales Code	Std/Opt	Description	\$ List	Weight
6540720	O	10" Extension for Ultra Day Cab Add additional 10" to the loadspace dimension-- refer to the horizontal dimension workscreen.	4,664	163
6911700	S	Peterbilt UltraRide Driver Seat	0	0
6921700	O	Peterbilt UltraRide Passenger Seat	-163	0
6930500	O	Drivers Armrest - RH Only	40	2
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	40	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939400	O	Air Ride Driver	195	0
6939420	S	High Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939500	O	Air Ride Passenger	200	43
6939540	S	Low Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	113	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	Interior Grey/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	21	0
7210540	S	Day Cab Rear Window	0	0
7230060	S	1-Piece Curved Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner	0	0

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Quote Number: DUO-444423-Y2J2F5



Sales Code	Std/Opt	Description	\$ List	Weight
7330700	O	With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses. Peterbilt Comfort Control - Cab	21	6
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	193	4
7511010	O	Stainless Steel Mirrors 7x16 with Heat Element Right Click on Option to see Picture in Product Portfolio.	72	2
7560850	O	(2) Convex 8 Inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	240	4
7564110	O	Power Package Includes power door locks and power windows.	343	0
7565180	O	Polished Lower Mirror Bracket Covers	16	0
7610020	O	(1) Air Horn 15" Painted Mounted under cab.	172	8
7725710	O	Standard Speaker Package For Cab (2) Speakers	118	4
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	324	10
7748140	O	CB Terminals/Wiring Mounted Under Header	42	0
7748500	O	CB Antenna Mounting, LH Mirror Available with Rami only on 1.9m, available without Rami on medium duty	47	1
7782230	O	Radio Antenna Mounted Logger Style Antenna Mounted LH on BOC In Place of Center Roof position on Conventional Models. Models 579 and 567 Antenna Mounted LH Roof In Place Of Center Roof position.	24	2
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	40	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7851780	O	CabMate Cab Air Suspension Mfg by Link. The class 8 conventionals (except Model 348) includes (2) airbags, (2) shock absorbers, (1) leveling valve, radius rod, and height limiter. The Models 330, 337, and 348 includes (1) airbag and (1) shock absorber.	766	15
7900090	O	Triangle Reflector Kit, Ship Loose	17	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	54	8
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	53	6

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Sales Code	Std/Opt	Description	\$ List	Weight
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	13	0
8021015	O	Air Application Gauge Located in Driver Information Display	0	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall.	0	0
8071340	O	Bright Bezel Gauges	50	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8072560	O	(1) Additional Dash Switch With Wiring Extra wire included at the switch. Availability subject to dash space.	46	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED Light Emitting Diodes	0	0
8131130	O	Switch & Wiring For F/O Fog/Road Light w/o Bumper cutouts	5	0
8134070	O	(2) Addl Dome/Reading Lights, Ceiling Mounted	50	0
8140120	S	Incandescent Square Stop/Turn/Tail/Backup LH/RH Square EOF or Dropped A-Brace	0	0
8152530	O	(2) Load Lights, Bracket Mounted Inboard Loc K DayCab	172	6
Paint				
8500710	O	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
Shipping Destination				
8999989	O	Shipping Destination To Dealership	0	0
Options Not Subject To Discount				
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
Miscellaneous				
9409800	O	2017 EPA Emissions Engine Warranty Only	0	0
9409869	O	Presentation Created With SmartSpec	0	0
9499990	O	*TRUCK TO BE INVOICED IN U.S. DOLLARS*	0	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$125,099
Marketing and Service Support Fee	\$375
Prepaid Freight	\$2,400
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	10,927

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
 Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the

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City of Palo Alto

Purchasing and Contract Administration
 P.O.Box 10250
 Palo Alto CA 94303
 Tel:(650)329-2271 Fax:(650)329-2468

Purchase Order

Vendor Address

National Auto Fleet Group
 Chevrolet of Watsonville
 11000 SEPULVEDA BLVD.
 MISSION HILLS CA 91345
 Tel: 855-289-6572 Fax: 831-480-8497

P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE PERTAINING TO THIS ORDER

PO Number 4520000133
Date 09/18/2019
Vendor No. 106758
Payment Terms Payment Due 30 days
FOB Point F.O.B. Palo Alto
Ship via Vendor to ship best method
Required Date 11/01/2021
Buyer/Phone Renee Howard / 650-496-5900
Email renee.howard@cityofpaloalto.org

Ship To:

Equipment Management Division
 City of Palo Alto
 3201 East Bayshore Road
 Palo Alto CA 94303

Bill To:

Equipment Management Division
 City of Palo Alto
 3201 East Bayshore Road
 Palo Alto CA 94303

DELIVERIES ACCEPTED ONLY BETWEEN 7:00 AM & 3:00 PM UNLESS OTHER ARRANGEMENTS ARE INDICATED HEREIN

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	<p>"This Purchase Order is issued under NJPA contract # 120716-NAF." . Quote Dated: 6/28/19 Quote ID : 8508</p> <p>Peterbilt 337 cable puller w crane</p> <p>One (1) New/Unused 2020 Peterbilt 337 Paccar PX-9 300HP, Allison Transmission 3500 RDS-P with Puller, Crane, Body and Equipment.</p> <p>** Vendor to handle the DMV registration</p> <p>PROJECT MANAGER: Danitra Bahlman 650-496-5920 Danitra.Bahlman@cityofpaloalto.org</p> <p>SEND INVOICE TO: EQUIPMENT MANAGEMENT</p> <p>"This Purchase Order hereby attaches and incorporates into this Purchase Order the following attachments by reference as though fully set forth herein:</p> <ul style="list-style-type: none"> - NJPA Contract # 120716-NAF - NJPA Contract # 120716-NAF # Pricing Sheet - RFP # 12071 - City of Palo Alto Purchase Order Terms and Conditions (Goods) 	1	EA	348,100.00	348,100.00

Adriem Brown

Assistant Director, Administrative Services Department

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE SPECIFICATIONS - Any specification and /or drawings referred to and/or attached hereto are expressly made a part of this Purchase Order. DELIVERY - Please notify the City promptly if delivery cannot be made on or before the date specified. If partial shipment is authorized, so indicate on all documents. Complete packing lists must accompany each shipment. INVOICE - A separate invoice is required for each order. Send to address indicated above.



City of Palo Alto

Purchasing and Contract Administration
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Tel:(650)329-2271 Fax:(650)329-2468

Purchase Order

Vendor Address

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Item	Material/Description	Quantity	UM	Net Price	Net Amount
	**** PRICE HAS BEEN QUOTED ****			Sub-Total	348,100.00
				Sales Tax	31,329.00

Total 379,429.00

Adrian Brown

Assistant Director, Administrative Services Department

THIS P.O. IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW AND ON THE LAST PAGE

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TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE/AGREEMENT: City of Palo Alto (City) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or filing this Purchase Order (P.O.), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This P.O., including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by City.

CITY'S PROPERTY: Seller agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by City shall be and remain City property and shall be held by Seller for City unless directed otherwise. Seller shall account for such items and keep them protected, insured, and in good working conditions without expense to City.

DELIVERY: The terms of delivery are as stated on the reverse side hereof. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this P.O. No boxing, packing, or cartage charge will be allowed unless authorized by this P.O. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to City's written instruction. Items not delivered may be canceled without penalty to City. Shipments in greater or lesser quantity that ordered may be returned at Seller's expense unless written authorization is issued by City.

PRICES: The price which Seller charges in filling this P.O. shall not be higher than Seller's most recent quote or charge to City for such materials, supplies, services and/or installations unless City expressly agrees otherwise in writing. Notwithstanding the prices set forth the P.O. City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this P.O.

TERMINATION: City shall have the right to terminate this P.O. or any part thereof upon ten (10) days notice in writing to Seller.

(1) Without Cause. City may terminate all or any part of this P.O. without cause. Any claim by Seller for damages due to termination without cause must be submitted to City within thirty (30) days after effective date of termination.

(2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this P.O., City may, in addition to any other right or remedy provided by this P.O. or by law, terminate all or any part of this P.O. in writing without any liability of City with respect to Seller at any time during the term of this P.O. In the event of termination for cause, City may purchase supplies or services elsewhere on such terms or in such manner as City may deem appropriate and Seller shall be liable to City for any cost and other expenses incurred by City, which is charged to City.

CHANGES: City shall have the right at any time by written notice via P.O. Change Order to Seller to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing within then (10) days after receipt by Seller of notice of such change. Price increases or extensions of time for delivery shall not be binding on City unless evidenced by a P.O. Change Order issued by City's Purchasing Manager.

INSPECTION: City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this P.O. All materials, supplies, services and/or installations must be furnished as specified.

(1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. City may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

(2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by City.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this P.O. shall:

(1) conform to the specifications, drawings, samples, or other descriptions specified by City or if none are so specified, to Seller's standard specification or the standards of the ASTM or ANSI or other national standard organizations;

(2) be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;

(3) be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);

(4) be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);

(5) be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act; the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs.

Seller further expressly agrees to protect, indemnify, and hold harmless City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.

(6) have good marketable title.

GOVERNING LAW: This P.O. shall be governed by the laws of the State of California.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors, Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability, (including non-owned automobile liability) Worker's Compensation, and employer's liability insurance as well adequately protect City against such damage, liabilities, claims, losses, and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by City.

EQUAL OPPORTUNITY CLAUSE: By acceptance of this P.O., Seller certifies it is in compliance with the Equal Opportunity Clause required by Executive Order 11246, as amended, and the Palo Alto Municipal Code, as amended, including Affirmative Action Compliance Programs for Veterans; Handicapped; and Minority Business, and other equal opportunity programs.

FORCE MAJEURE: City may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and/or installations at the direction of City and shall deliver them when the cause affecting the delay has been removed. City shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this P.O. and City's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies City as soon as they occur. City may cancel this P.O. if such delay exceeds thirty (30) days from the original delivery date. Seller shall use its best efforts to grant preference to this P.O. over those of other customers, which were placed after this P.O.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this P.O. on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to City. Seller shall be deemed to have the legal authority to enter into this P.O. with City on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this P.O. and the attached specification with respect to any obligation of Seller, the provision which impose the greater obligations upon Seller shall prevail.

TERMS AND CONDITIONS OF PURCHASE

ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS: Seller agrees to comply with the City's Environmentally Preferred Purchasing Requirements.

(1) Hazardous Waste:

Seller shall take-back all spent or otherwise discarded hazardous products sold to the City by the Seller if the spent or discarded products are classified as hazardous or universal wastes by State or Federal regulations. Seller shall provide convenient collection and recycling services (or disposal services if recycling technology is unavailable) for all universal wastes, which originate from the Vendor. Hazardous waste manifests or bills of lading must be provided to City staff upon request. Recycling and reuse of hazardous wastes must occur within the United States. Universal waste lists and information are available www.dtsc.ca.gov/HazardousWaste/UniversalWaste/. A hazardous waste list is available at <http://www.calrecycle.ca.gov/LEA/Training/waste/waste/waste/yep.htm>. Additional information can be obtained by contacting the City of Palo Alto Hazardous Waste Department at (650) 496-6980.

(2) Zero Waste and Pollution Prevention:

Per Palo Alto City Council policy, the City is targeting to achieve Zero Waste by 2021. The City must also meet Municipal Regional Stormwater Permit requirements requiring no visible impact from litter via stormdrains by 2022. To that end the vendor, manufacturer and or contractor must individually or collaboratively comply with the waste reduction, reuse and recycling requirements of the City's Zero Waste and Pollution Prevention Programs. Seller acknowledges and agrees that if Seller fails to fully and satisfactorily comply with these requirements, the City will suffer, as a result of Seller's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore, the Seller agrees that in addition to all other damages to which the City may be entitled, in the event Seller fails to comply with the below requirements Seller shall pay City as liquidated damages the amounts specified below. The liquidated damage amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer as a result of such non-compliance.

- Sellers shall adhere to the standard that all printed materials provided to the City that are generated from a personal computer and printer including, proposals, quotes, invoices, reports, and public education materials shall be double-sided, printed on a minimum of 30% post-consumer content paper or greater unless otherwise approved by the City's Environmental Services Division (650) 329-2117. Materials printed by a professional printing company shall be a minimum of 30% post-consumer material or greater and printed with vegetable based inks. Liquidated damages of \$30 per document will be assessed by City for failure to adhere to this requirement.
- All paper packaging must be Forest Stewardship Council (FSC) Certified.
- All primary, secondary and shipping (tertiary) packaging be minimized to the maximum extent feasible while protecting the product being shipped.
- All primary, secondary and shipping packaging shall be recyclable in the City's recycling program. A complete list of items accepted for recycling are found at www.zerowastepaloalto.org or by calling (650) 496-5910. If any portion is received that does not meet this requirement, liquidated damages of \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less will be assessed by City for failure to adhere to this requirement.
- Expanded foam plastics (e.g., foam or cushion blocks, trays, packing 'peanuts'), such as but not limited to polystyrene (aka StyrofoamTM), polypropylene, or polyurethane shall not be used as primary, secondary or tertiary/shipping packaging with the following exceptions:
 - Primary packaging made from these materials may be used if the vendor, manufacturer, contractor individually or collaboratively does one of the following:
 - (a) takes the material back at the City's convenience and at no cost to the City, or
 - (b) pays the City of Palo Alto's disposal costs via payment of liquidated damages of \$235, or a minimum of \$50 if the combined product and shipping cost is \$235 or less.
 - Bioplastics that meet ASTM D6400 standards for compostability may be accepted with approval from the City's Environmental Services Division subject to local municipal compost facility requirements.
 - If approved by the City's Environmental Services Division, a packaging requirement may be waived if no other viable packaging alternative exists.

- Reusable/returnable pallets shall be used and taken back by the Seller, at no additional cost to the City. Seller shall provide documentation upon request ensuring reuse of pallets and/or recycling of broken pallets. Liquidated damages of \$262 or a minimum of \$50 if the combined product and shipping cost is \$262 or less will be assessed by City for failure to adhere to this requirement.

(3) Energy and Water Efficiency:

Seller shall provide products with an ENERGY STAR, Water Sense or State of California standard rating, whichever is more efficient, when ratings exist for those products. A life cycle cost analysis shall be provided to the City upon request and shall at minimum include: first cost, operating costs, maintenance costs, and disposal costs.

Contacts for additional information about City of Palo Alto Hazardous Waste, Zero Waste and Utilities programs:

Hazardous Waste Program (Public Works)

(650) 496-6980

Zero Waste Program (Public Works)

(650) 496-5910

Watershed Protection

(650) 329-2117

Energy Efficiency

(650) 496-2244

(4) Liquidated Damages:

Seller agrees that failure to comply with the City's Environmentally Preferred Purchasing Requirements will result in Liquidated Damages, according to the table marked Liquidated Damages on page 3 of this P.O.

TERMS AND CONDITIONS OF PURCHASE

NONCOMPLIANCE WITH ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS, LIQUIDATED DAMAGES:

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of liquidated damages; the acceptable performance level, and the amount of liquidated damages for failure to meet the contractually required standards of performance.

Event of Non-Performance	Acceptable Performance Level (Allowed events per Fiscal Year)	Liquidated Damage Amount
Recycled Paper Use Failure to use 30% recycled content paper	1	\$30 per each document
Recyclable Packaging Materials Failure of Seller to use secondary and shipping packaging that is recyclable in the City's recycling program.	1	\$235 or a minimum of \$50 if the combined product and shipping cost is \$250 or less will be incurred if this is not adhered to.
Expanded Foam Plastics Unapproved use of expanded foam plastics for secondary or shipping packaging	0	\$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less
Pallet Use Failure of Seller to take-back and reuse pallets, recycling only broken pallets, at no additional cost to the City.	1	\$262 or a minimum of \$50 if the combined product and shipping cost is \$2 or less



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

06/28/2019

Quote ID 8508

Mr. Raul Juarez

City of Palo Alto
3201 E. Bayshore Road
Palo Alto, CA 94303

Dear Mr. Juarez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2020 Peterbilt 337 Paccar PX-9 300HP, Allison Transmission 3500 RDS-P with Puller, Crane, Body and Equipment)** Provided by Mr. Ryan Sabean with Peterbilt each for:

	One Unit (1)
Sub Total	\$ 348,100.00
Tax (9.00%)	\$ 31,329.00
Total	\$ 379,429.00

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

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

Sincerely,

Jesse Cooper
National Fleet Manager
jcooper@nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497



AMERICAN TRUCK & TRAILER BODY CO., INC.



100 W. Valpico Road, Building "D", Tracy, CA 95376 (209) 836-8985 (800) 499-8985 Fax (209) 836-1697

Confidential Important Notice

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City of Palo Alto
Att: Raul Juarez
3201 E. Bayshore Road
Palo Alto, CA 94303

June 10, 2019

Dear Mr. Juarez,

Thank you for the opportunity to provide a quote and specifications for a Cable Puller - Crane Truck. Reference: City of Palo Alto **Truck #7697**. The puller, crane, body, and equipment will be installed on a 2019 / new Peterbilt 337 Chassis. Complete and detailed chassis specifications will be provided National Auto Fleet Group as per NJPA/ Sourcwell Guidelines. The truck chassis, body, and equipment specifications are as follows:

Truck Chassis, Puller, Crane, Body, and Equipment Specifications

Chassis: (Complete chassis specifications will be provided by dealer)

Year: 2019/ new
Model: Peterbilt 337
Cab: 10" Extended Cab 2 doors
Wheelbase: 204"
CA: 124"
GVWR: 33,000 lbs.—full length inner frame reinforcement
Engine: Diesel
Transmission: Automatic w/ provisions for pto
Suspension: Air Trac
Accessories: A/C, PW, and PL. Air ride driver's and passenger's seats
Wheels: Steel
Paint: Painted white

Body: Detailed CAD drawings will be provided for approval at the Pre-Construction Meeting prior to cutting steel.

Body Dimensions:

58 Inches - Compartment height
20 Inches - Compartment depth below transverse
15.8 Inches - Top of body to the top of the floor

Body Materials:

14 gauge galvanized. - Main body material
12 gauge hot rolled treadplate. - compartment tops
18 gauge galvanized - Inner door panels
18 gauge galvanized - Outer door panels
5/16" Stainless Steel continuous rod - Door Hinge Rod.
Stainless Steel - Door Hinge Sockets. (standard)
14 gauge galvanized - Front bulkhead
18 gauge galvanized - Shelving installed on Uni-Strut for infinite adjustment.

Accessories:

Stainless Steel Two point automotive paddle latch with rotary door latches.
Spring Loaded type door holders on vertically hinged doors
Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.
Lights will be installed with door switches.
Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Top Storage Basket:

94" long x 9" High x 38" wide 14 gauge punched metal basket installed around top perimeter of transverse compartment with 1" tube framing.

Streetside Compartmentation

1st Vertical:

38" Wide x 58" High x 20" Deep below transverse
Barn type compartment doors
Stainless Steel Two point automotive paddle latch with rotary door latches.
Open transverse compartment with bottom pan reinforced for a Braden BP200 Winch
There shall be an access door from the bed area to the center of the transverse

Curbside Compartmentation

1st Vertical:

38" Wide x 58" High x 20" Deep below transverse
Barn type compartment doors
Stainless Steel Two point automotive paddle latch with rotary door latches.
Open transverse compartment with bottom pan reinforced for a Braden BP200 Winch.
There shall be an access door from the bed area to the center of the transverse

Streetside Underbody Box:

40" long X 24" high X 20" wide 14
gauge galvanized box with 12 gauge

hot rolled treadplate top with

- One (1) adjustable/removable shelf each with divider slots on 2" centers installed on Uni-strut shelf will have Six (6) adjustable dividers.

Barn type compartment doors

Spring Loaded type door holders on vertically hinged doors

Stainless Steel Two point automotive paddle latch with rotary door latches.

Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.

Lights will be installed with door switches.

Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Curbside Underbody Box:

40" long X 24" high X 20" wide 14 gauge galvanneal box with 12 gauge hot rolled treadplate top with

- One (1) adjustable/removable shelf each with divider slots on 2" centers installed on Uni-strut shelf will have Six (6) adjustable dividers.

- Barn type compartment doors

Spring Loaded type door holders on vertically hinged doors

Stainless Steel Two point automotive paddle latch with rotary door latches.

Standard rope light (3/8" L.E.D. 1" on center) compartment lights in all body compartments.

Lights will be installed with door switches.

Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners.

Flatbed: Eleven feet (11'), flatbed with treadplate steel deck as per the following specifications will be provided:

Frame - Steel frame, rub rails 1/8" steel 7 1/2" deep, no sharp edges or corners. 6-inch high structural I-beam longitudinal. 10-inch structural steel channel cross members, 12-inch centers.

Hardwood sills between the truck frame and body frame.

Rear under ride protection to incorporate deck step and bumper.

Deck- 3/16" steel treadplate.

Attachment - Decking shall be attached to the cross members with "Torx" screws.

Body shall be mounted to the truck frame with properly sized shear plates not more than 48" apart forward of the axle. 1 at the rear of the rear spring hanger.

Deck Access -Two (2) ladders will be installed with grip strut steps and a tread depth of 4 inches (min.) Steps shall be spaced evenly and not to exceed 18 inches step to step. Grab handles will be installed as required. The locations for the steps and grab handles to be determined during the Pre-Construction Meeting.

Deck Tie Downs - Furnish two (2) 5000 lb capacity tie down rings, located apx. 1' inboard from the edge of the flatbed. One (1) on the left side and one (1) on the right side centered front to rear. To be reviewed and approved during the Pre-Construction Meeting.

Chock holders - Wheel chock holders with chain restraints will be provided and installed. The location to be determined at the Pre-Construction Meeting.

Rope (J) Hooks - Furnish ½ inch diameter rope “J” hooks 1 per cross member located under deck each side.

License Holder - License holder and license plate light shall be mounted on rear of bed.

Ratcheting Straps - Three (3) fixed ratcheting straps will be installed on the curbside of the flatbed.

Rope storage - brackets to accommodate storage for two spools of rope will be installed at the rear driver’s side on top of the flatbed. The design and construction details to be discussed during the Pre-Construction Meeting.

Trailer Hitch: A Premier #270 slack reducing coupling w/air chamber, two d-rings, and 7 blade trailer connector.

Headboard: A headboard / cab protector with a window cutout will be installed behind the cab.

Cable Puller:

A Braden Model BP200 cable puller will be provided and installed between the chassis frame rails at the front of the body. The puller will have 2400 feet of 7/16” (6 x 37) fiber core steel cable installed. The cable has a rated capacity of 4000 lbs. working load and 18,000 lbs. break strength. There will be a thimble and swivel installed on the end of the cable. The puller will have an extended shaft that protrudes inside the curbside front compartment. The extended shaft will accommodate mounting a bayonet style capstan. The puller high and low speed control, free spool, and pay in/out controls will be located will be on the controller. The controller will be a pistol grip style with 25 ft. of tethered lead. A spare controller will be included. The cable will level wind under the drum, protrude under the flatbed, and exit through a universal 360 degree sheave at the rear of the truck .The line pull tension will be controlled by an adjustable relief valve. The puller line pull and speed specifications are as follows:

BP200 Cable Puller

	Layer 1	Layer 2	Layer 3	Layer 4
Line Pull* lbs (kg)	20,000 lbs (9,100 kg)	18,450 lbs (8,370 kg)	17,100 lbs (7,760 kg)	16,000 lbs (7,260 kg)
Line Speed* fpm (mpm)	44 fpm (13 mpm)	48 fpm (15 mpm)	52 fpm (16 mpm)	55 fpm (17 mpm)

High Speed (BP200B-23212/106-9/16-46)

	Layer 1	Layer 2	Layer 3	Layer 4
Line Pull* lbs (kg)	9,900 lbs (4,500 kg)	9,100lbs (4,130 kg)	8,450 lbs (3,830 kg)	7,850 lbs (3,560 kg)

Line Speed* fpm (mpm)	88 fpm (27 mpm)	96 fpm (29 mpm)	104 fpm (32 mpm)	111 fpm (34 mpm)
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Capstan:

A Sauber Model 8102-LN Almag Capstan / equivalent with a standard bayonet mount will be provided and installed in the curbside front compartment. A bi-directional foot pedal control with 8 feet of cable and a control module will be provided to control the capstan. An additional foot pedal control will be provided.

Hydraulic System:

The hydraulic system will be capable of operating the puller, crane, outriggers, and hydraulic tool system. The system will consist of a reservoir, pto, hyd. pump, cooler, required filters, valves, hoses, plumbing, and gauges. The hydraulic tank and cooler will be installed behind the cab and in front of the body.

Hydraulic Tool Circuit:

A Hannay hose reel with 25 feet of ½" id. twin hydraulic hose and a ball stop will be provided and installed at the curbside rear of the truck under the flatbed. The circuit will accommodate a minimum flow requirement of 10 gpm @ 2000 psi.

Sump Pump:

A Stanley SM50 / equivalent submersible pump be provided and installed in the curbside front compartment.

Crane:

An Auto Crane HC-14 Crane will be provided and installed on a pedestal at the curbside rear of the truck. The pedestal will have a door located on the curbside for access.

The crane is proportionally controlled. There's and automatic stop at 100% load capacity.

Adjustable speed settings; from 25% to 100%. Enables fine tuning of speeds for total control over the load. The NexStar FM remote system receiver displays load-monitoring and diagnostic readouts in plain English. No codes to look-up or memorize; operator views precise percentage load capacity.

The crane will have two (2) spotlights installed at the tip. An extra/ spare controller will be provided. Each controller will have 25 feet of cable.

Hydraulically controlled outriggers will be installed at the front and rear of the truck. The outriggers on the curbside front and rear will extend in/out/ up/ down hydraulically. The outward extension will be~42".

The driver's side front and rear outriggers will extend up/down hydraulically.

Four (4) outrigger pads 19.25 x 19.25 x 1.5 4 sided cavity type will be provided with mounting brackets.

The controls for the outriggers will be located on the curbside at the rear of the truck, and on driver's side at the rear of the truck.

A third party crane certification to ensure compliance to California OSHA requirements will be provided. Nextstar III wireless and tether type controller will be provided.

Auto Crane HC-14

Capacity 14,000 lbs (5,443 kg) at 6 ft (1.83 m)
Rating 70,000 ft-lb (9.68 t-m)
Length 30 ft (9.14 m) fully extended

Stowed Boom Length 15' 9" (4.80 m)

Width 2' 3" (.68 m)

Height 3' 3" (.99 m)

Base Plate Dimensions 20.5" x 24.5" (0.52 m x 0.62 m)

Single Line Speed 60 ft/min (18.3 m/min)

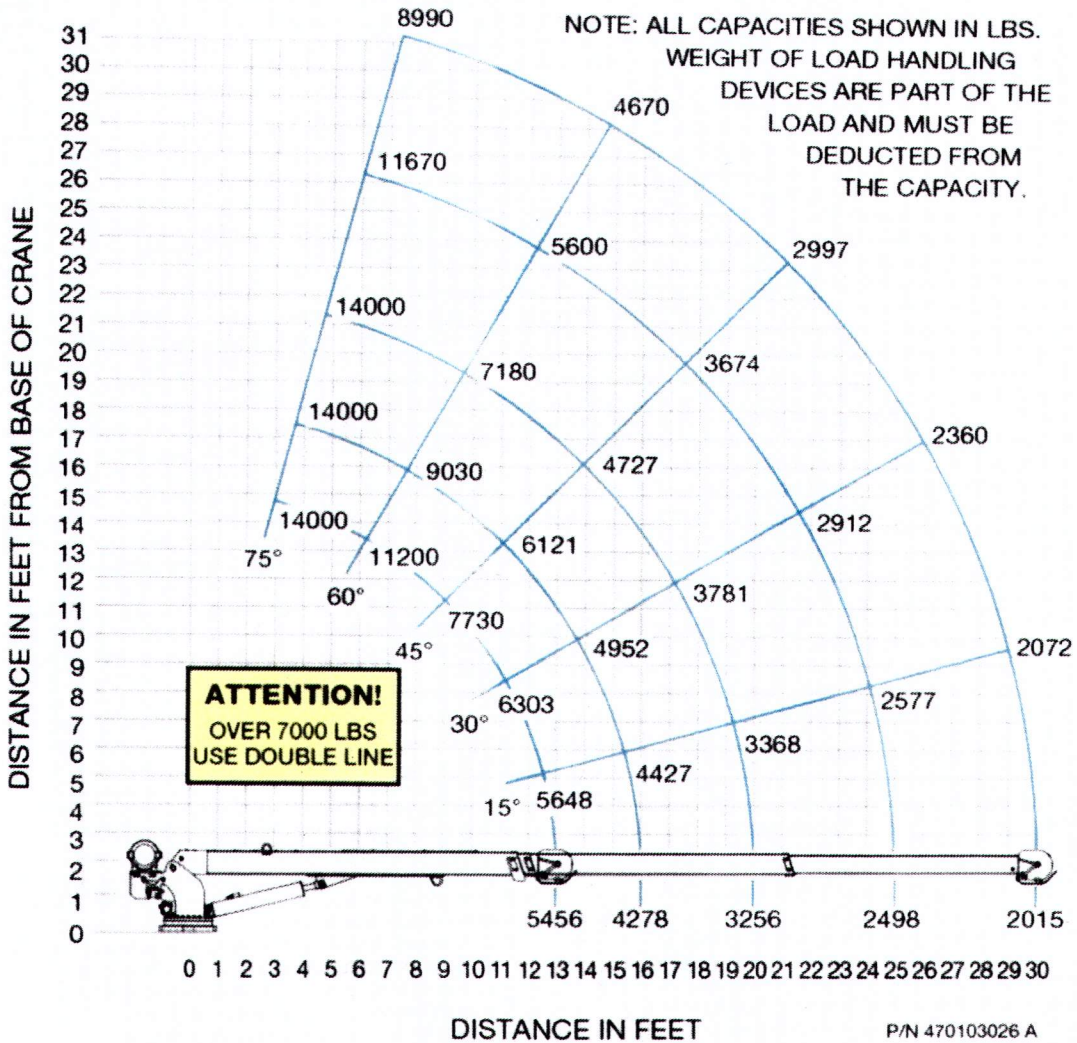
Boom Down 22-26 seconds (full stroke of cylinder)

Boom Retract 47-56 seconds (full stroke of cylinder)

Hydraulic Requirements 15 gpm (57 L/min) at 2,800 psi (193 bar)

Cable 120 ft (36.6 m) of 7/16" (12.7 mm) aircraft quality cable

HC-14



Backup Alarm:

A backup alarm will be installed.

Backup Camera System:

A Pro-Vision mobile camera system will be installed. Includes a heavy duty monitor, wide angle camera, wiring harnesses, and mounting brackets.

Warning Lights:

A Whelen Liberty II Series 59" long lightbar with amber lens, traffic advisors front and rear, and ally lights will be provided and installed on top of the headboard cab protector. The control panel will be installed inside the cab.

Eight (8) surface mounted LED strobe lights will be installed on the vehicle as follows: 2 of the front, 2 at the rear, 2 on the left and right side. Lights must be recessed/ flush mounted - protected.

Two (2) Whelen 12 vdc LED model MPPWCS low profile pedestal/ swivel work/ scene lights with on/off switches will be provided and installed on the left and right side of the headboard.

Electric Trailer Brake Controller:

An electronic heavy duty trailer brake controller will be installed inside the cab.

Mudflaps:

Two (2) mudflaps with hooks will be installed at the rear.

Cone Holders and Steps:

Two (2) cone holders will be provided and installed. The design details and location to be discussed at the Pre-Construction Meeting.

Two (2) steps will be provided and installed. The design details and location to be discussed at the Pre-Construction Meeting.

References:

The final stage manufacture will provide a minimum of five (5) references (name, organization and phone number), who have taken delivery of trucks of this type with the options listed in this specification within the last year. This excludes prototypes or experimental units.

Service Facilities:

The final stage manufacture must be located within 100 miles of Palo Alto, CA. and must be a factory authorized sales and service center for all components listed in this specification.

Engineering:

The final stage manufacture must have either a professional engineer registered by the CA State Board for Professional Engineers on staff, or must have a third party registered professional engineer that has

reviewed and approved the proposed structural, layout and installation of all components/ equipment. Engineers contact information must be provided upon request.

Paint and Finish:

The body and compartments shall be painted white to match the cab. The rear bumper area, flatbed, rear face of the front transverse compartment, top storage basket, and access steps shall be sprayed with black Line-X.

All surfaces to be acid etched, cleaned of rust, grease, oil, dirt, millscale, etc., prior to the prime coat of paint

All exterior and interior surfaces coated with minimum two coats of metal primer

Body exterior painted with minimum two coats paint to match cab

All installed switches and/or equipment control(s), must be properly labeled as to function and condition (i.e., on, off, etc.). All required identification labels or placards, interior or exterior, to be permanent non-fading (i.e., engraved or die-stamped) and affixed using rivets. **Adhesive labels, metal or plastic, are not acceptable**

Any and all body attachments shall be installed using a rubber gasket material and attachment caulked to prevent water leakage.

Vehicle Lighting:

Completed vehicle shall comply with FMVSS108 & CVC regulations. L.E.D. Stop/tail/turn lights and back-up lights shall be flush mounted, "Trucklite" or equal.

Side marker lights may be Trucklite No.1 integral reflector/light.

All wiring both internal and external to be loomed and fully protected. All lights will be LED.

Welding & Workmanship:

Shall be state of the art workmanship. Welding shall comply with applicable AWS Standards D1.1. Body and equipment are to be thoroughly cleaned of scale, splatter, oil, dirt, etc., and treated with an acceptable metal preparation process before any primer and finish coats of paint are applied. If any welding is done after primer has been applied, the work shall be made clean and smooth and the area re-primed.

Final Stage Manufacturer:

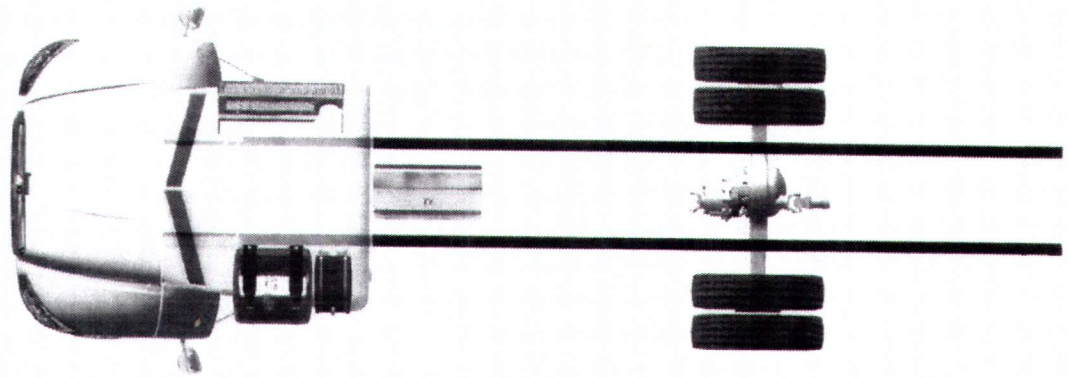
Shall certify complete functionality of the completed unit per Federal DOT *Regulations for Final Stage Manufacturing*. *Decal shall be located on the driver's door.*

Price excluding chassis: \$248,238.00

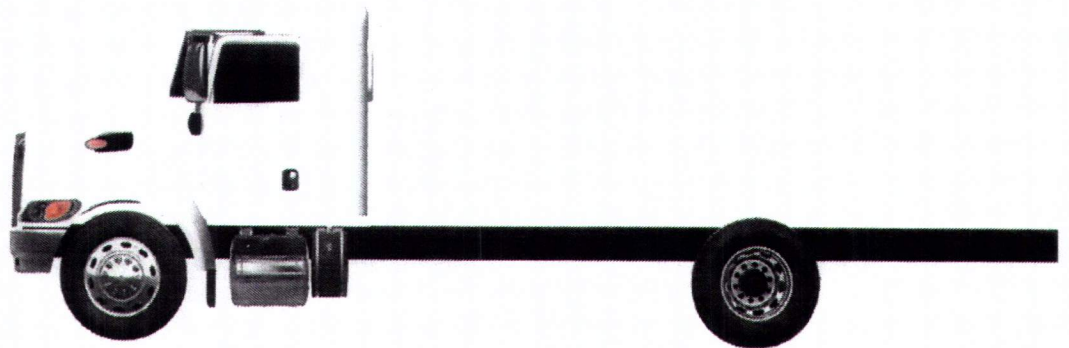
Price does not include tax or license fees

Payment: 2%- 10 discount, Net 30- 1.5 % Interest on outstanding past 30

F.O.B. Palo Alto, CA



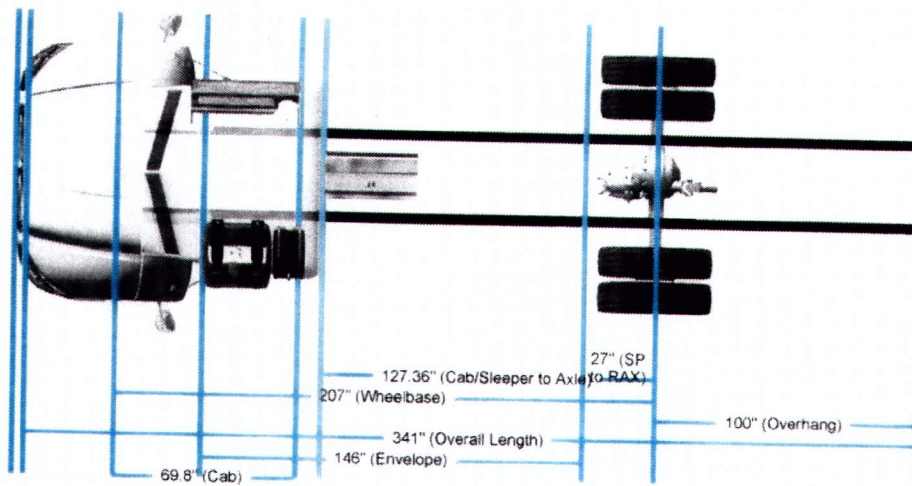
Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.



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Selected Options

Sales Option	Description	Width	Side
5554040	26in Aluminum 50 Gallon Fuel Tank LH...	26	Left
5655019	DEF Tank Small	23	Left
6010800	Install Batteries On Temp Plywood Sup...	18	Center
6040550	Aftertreatment RH U/C ALUMINUM Non-...	18	Right

Available Space: Left: 106.8 in. Center: 63.9 in. Right: 109.4 in.

3/15/2019 8:14:31 AM



Valley Peterbilt, Inc (V305)
 5837 N.Golden State Blvd
 Turlock, California 95382

NJPA / American Truck & Trailer
 100 W. Valipco Rd
 Tracy, California 95376
 United States of America

Phone: (209)996-9960
 Fax: (209)669-9674
 Email: rsabean@itctrucks.com

Phone:
 Fax:
 Contact Email: jeff@atttbcinc.com

Vehicle Summary

		Unit	Chassis	
Model:		Model 337	Fr Axle Load (lbs):	12000
Type:		Full Truck	Rr Axle Load (lbs):	21000
Description 1:			G.C.W. (lbs):	79000
Description 2:				
	Application		Road Conditions:	
Intended Serv.:	Utility/Lube Service		Class A (Highway)	100
Commodity:	Petroleum Products		Class B (Hwy/Mtn)	0
			Class C (Off-Hwy)	0
			Class D (Off-Road)	0
	Body		Maximum Grade:	6
Type:	Platform w/Devices		Wheelbase (in):	207
Length (ft):	24		Overhang (in):	100
Height (ft):	13.5		Fr Axle to BOC (in):	69.8
Max Laden Weight (lbs):	1000			
			Cab to Axle (in):	137.2
			Cab to EOF (in):	237.2
			Overall Comb. Length (in):	345.2
	Trailer			
No. of Trailer Axles:		0		
Type:				
Length (ft):		0		
Height (ft):		0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Special Req.

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0003371	S	Model 337 The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. With a full range of suspensions and in an all-wheel-drive configuration, the 337 delivers an ideal match for applications such as wrecker, tanker, beverage delivery, municipal utilities – just about any job you can throw at it.	94,048	10,070
0091130	O	Petroleum Products	0	0
0093140	O	Utility/Lube Service Truck used to service construction and mining equipment. Includes bodies such as, mechanics service bodies, tire hoists, fuel/lube, boom, etc.	0	0
0095010	O	Platform w/Devices	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0515010	O	10-5/8" Steel Rails 326-384" 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	249	302
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	365	0
0613090	O	Three-Piece Crossmembers	695	3
0644090	S	EOF Square without Crossmember For use with body builder installed crossmember.	0	0
0651090	S	Omit Rear Mudflaps and Hangers	0	0
Front Axle & Equipment				
1011875	O	Dana Spicer E1202IL 12,000 lb, 3.5 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 12,000 lb. The axles have exclusive one-piece forged design knuckle including steer arm, tie rod arm and spindle. This feature helps in greater durability and reduced maintenance.	40	0
1111190	O	Taper Leaf Springs, Shocks 12,000 lb	38	0

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Sales Code	Std/Opt	Description	\$ List	Weight
1243040	S	Power Steering Sheppard HD94 For use with 10,000 to 13,200 lb. axle ratings.	0	0
1250180	O	Power Steering Reservoir Frame Mounted	0	0
1353540	O	PHP10 Aluminum PreSet PLUS Hubs	282	-23
1380240	O	Dana Spicer Wide Track IPO Standard 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	33	15
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
1390540	O	Dust Shields, Cam Brakes, Front Axle	26	4
1391410	O	Gusseted Cam Brackets, Steer Axle	24	0
1391500	O	TruTurn Lite Brake Drums IPO Standard	42	-15
Rear Axle & Equipment				
1513320	O	Dana Spicer P22060S 21,000 lb	380	117
1616290	O	PHP10 Aluminum PreSet PLUS Hubs	404	0
1631310	S	Standard Stroke Parking Brakes Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.	0	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	30	15
1680280	O	Bendix Smart ATC Traction Control	225	2
1680420	O	X30 Brake Drums IPO Standard, Drive Axle(s)	76	-79
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	Stability System Not Selected Or Not Available	0	0
1681337	S	Single Drive Axle (Model 337)	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		ABS-6. Includes air braking system.		
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1705290	O	Ratio 5.29 Rear Axle	0	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	1,329	175
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	52	0
1922260	O	Dash Mtd Dump Switch With Indicator Light For suspension	34	2

Engine & Equipment

2074306	O	PACCAR PX-9 300@2000 GOV@2200 860@1300 Productivity (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO...Cruise Control Auto Resume (N21480 P068 NO...Auto Engine Brake in Cruise N21450 P026 NO...Gear Down Protection (P026) N21440 P015 NO...Engine Protection Shutdown (N21350 P001 64...Maximum Accelerator Pedal Ve N21370 P059 64...Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 0...Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5...Timer Setting (P030) N21570 P031 NO...Idle Shutdown Manual Overrul N21610 P172 40...Low Ambient Temperature Thre N21630 P171 80...High Ambient Temperature Thr N21510 P520 YES...Enable Idle Shutdown Park Br N21430 N201 0...Reserve Speed Limit Offset (N21410 N202 0...Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21420 N206 10...Maximum Active Distance (N20 N21340 P112 120...Hard Maximum Speed Limit (P1 N21550 P516 0...Engine Load Threshold (P516) N21620 P173 60...Intermediate Ambient Tempera N21330 N207 0...Expiration Distance (N207) N21500 N209 0...Expiration Distance (N209)	1,693	0
2091305	O	Engine Idle Shutdown Timer Enabled	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed	0	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538030	S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	112	4
2621030	O	On/Off Fan Clutch	57	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812140	O	C-Brake By Jacobs, PX-9	2,308	90
2921160	S	Spin-On Fuel/Water Separator	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	4	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.		
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab (2017).	392	29
3381770	O	Curved Tip Standpipe(s)	42	0
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	496	0
Transmission & Equipment				
4052230	O	Allison 3500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.59, 2nd-2.25, 3rd-1.54, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.00)	10,603	195
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	357	20
4233030	O	(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.	56	0
4250650	O	LH PTO Access Dipstick Tube Routing, Allison Trans	0	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop Features and Benefits: Reduces or eliminates the load on the engine when vehicle is stopped, Can help lower fuel consumption and CO2 emissions and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256680	O	Allison 6-Speed Configuration, Wide Ratio Gears	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
4256920	O	Dash Mounted Push Button Shifter Available with Allison Transmissions.	628	0
4256990	O	Rolling Direction Change Shift Inhibit Feature Allison Transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	0

Air & Trailer Equipment

4510320	S	Bendix AD-IS Air Dryer with Heater And Coalescing Filter	0	0
4520420	O	Pull Cords All Air Tanks	6	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	Body Connections 5' BOC Junction Box contains light and power circuits for Body Connections located 5' from BOC.	135	4
4612780	O	A&E Conn EOF, 7-Way Socket & 4ft Additional Lines (coiled and strapped to frame, without gladhands)	240	0
4612800	O	Trailer Hand Valve with Column-Mounted Controls	97	11

Tires & Wheels

5069610	S	FF: BR 14ply 295/75R22.5 R268 Ecopia R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 40.3 inches; SLR = 18.8 inches	0	0
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Sales Code	Std/Opt	Description	\$ List	Weight
5169710	O	RR: BR 14ply 295/75R22.5 M760 Ecopia Diameter = 40.7 inches; SLR = 19.0 inches	300	20
5190004	O	Code-rear Tire Qty 04	0	0
5221740	O	FF: Alcoa 883677 22.5X8.25 Clean Buff Finish Aluminum	337	-44
5321740	O	RR: Alcoa 883677 22.5X8.25 Clean Buff Finish Aluminum	674	-88
5390004	O	Code-rear Rim Qty 04	0	0
Fuel Tanks				
5554040	O	26in Aluminum 50 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	3	-119
5602050	O	Location LH U/C 50 Gallon	0	0
5652850	O	Perforated Metal Anti-Siphon Device(s) (Requires Engineering review with Arctic Fox or Split Fuel Tanks)	51	0
5652900	O	DEF Tank Mounted LH Under Cab	80	0
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0	0
5655019	O	DEF Tank Small	-135	0
Battery Box & Bumper				
6010800	O	Install Batteries On Temp Plywood Support BOC Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	94	-97
6040550	S	Aftertreatment RH U/C ALUMINUM Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0
6121200	O	Steel Styled Aero Bumper Chrome 2 Tow pins	266	0
Cab & Equipment				
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0	0
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	19	2

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Sales Code	Std/Opt	Description	\$ List	Weight
6540720	O	10" Extension for Ultra Day Cab Add additional 10" to the loadspace dimension-- refer to the horizontal dimension workscreen.	4,664	163
6911700	S	Peterbilt UltraRide Driver Seat	0	0
6921700	O	Peterbilt UltraRide Passenger Seat	-163	0
6930500	O	Drivers Armrest - RH Only	40	2
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	40	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939400	O	Air Ride Driver	195	0
6939420	S	High Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939500	O	Air Ride Passenger	200	43
6939540	S	Low Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	113	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	Interior Grey/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	21	0
7210540	S	Day Cab Rear Window	0	0
7230060	S	1-Piece Curved Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
7330700	O	With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses. Peterbilt Comfort Control - Cab	21	6
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	193	4
7511010	O	Stainless Steel Mirrors 7x16 with Heat Element Right Click on Option to see Picture in Product Portfolio.	72	2
7560850	O	(2) Convex 8 Inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	240	4
7564110	O	Power Package Includes power door locks and power windows.	343	0
7565180	O	Polished Lower Mirror Bracket Covers	16	0
7610020	O	(1) Air Horn 15" Painted Mounted under cab.	172	8
7725710	O	Standard Speaker Package For Cab (2) Speakers	118	4
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	324	10
7748140	O	CB Terminals/Wiring Mounted Under Header	42	0
7748500	O	CB Antenna Mounting, LH Mirror Available with Rami only on 1.9m, available without Rami on medium duty	47	1
7782230	O	Radio Antenna Mounted Logger Style Antenna Mounted LH on BOC In Place of Center Roof position on Conventional Models. Models 579 and 567 Antenna Mounted LH Roof In Place Of Center Roof position.	24	2
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	40	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7851780	O	CabMate Cab Air Suspension Mfg by Link. The class 8 conventionals (except Model 348) includes (2) airbags, (2) shock absorbers, (1) leveling valve, radius rod, and height limiter. The Models 330, 337, and 348 includes (1) airbag and (1) shock absorber.	766	15
7900090	O	Triangle Reflector Kit, Ship Loose	17	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	54	8
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	53	6

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Sales Code	Std/Opt	Description	\$ List	Weight
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	13	0
8021015	O	Air Application Gauge Located in Driver Information Display	0	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall.	0	0
8071340	O	Bright Bezel Gauges	50	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8072560	O	(1) Additional Dash Switch With Wiring Extra wire included at the switch. Availability subject to dash space.	46	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED Light Emitting Diodes	0	0
8131130	O	Switch & Wiring For F/O Fog/Road Light w/o Bumper cutouts	5	0
8134070	O	(2) Addl Dome/Reading Lights, Ceiling Mounted	50	0
8140120	S	Incandescent Square Stop/Turn/Tail/Backup LH/RH Square EOF or Dropped A-Brace	0	0
8152530	O	(2) Load Lights, Bracket Mounted Inboard Loc K DayCab	172	6
Paint				
8500710	O	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
Shipping Destination				
8999989	O	Shipping Destination To Dealership	0	0
Options Not Subject To Discount				
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
Miscellaneous				
9409800	O	2017 EPA Emissions Engine Warranty Only	0	0
9409869	O	Presentation Created With SmartSpec	0	0
9499990	O	*TRUCK TO BE INVOICED IN U.S. DOLLARS*	0	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$125,099
Marketing and Service Support Fee	\$375
Prepaid Freight	\$2,400
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	10,927

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the

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Form C

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



Company Name: 72 Hoek LLC, DBA National Auto fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<i>N/A</i>		<i>None taken</i>	

Proposer's Signature:  Date: 12-5-16

NJPA's clarification on exceptions listed above:



Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Cochet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[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: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there 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?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: _____

12-6-16



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

DECEMBER 8, 2016

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120716

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 #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. 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 December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

RFP Timeline

- October 21, 2016** **Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake Tribune within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note to 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.**
- November 16, 2016 10:00 a.m. CT** **Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
- November 30, 2016** **Deadline for RFP questions.**
- December 7, 2016 4:30 p.m. CT** **Deadline for Submission of Proposals. Late responses will be returned unopened.**
- December 8, 2016 8:30 a.m. CT** **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 means this RFP, current pricing information, 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 after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

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

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 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; and 4) 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 solicitation 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 oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

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 can participate in cooperative purchasing activities under their own state law. 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 time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, 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 NJPA: 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 recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada 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 contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

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 a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

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 scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP 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 submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller 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. When requested by NJPA, 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 | VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. |

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

3.17.1 In addition to |VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, | **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Automobile Category: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

Utility Category: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

Van Category: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

Police, Safety and Rescue Category: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel
Truck Category: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel. |

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 RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded. |

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 that 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 that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because 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 may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability 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 on the date awarded by the NJPA Board of Directors or on 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 [This section is intentionally blank.]

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 are opened.

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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, 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 that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

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 clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

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 that 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 that 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 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. 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 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must 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.

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

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

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

4.9.2 Signed hard copies of all addenda issued for the RFP;

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

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must 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. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

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 is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the 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.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA 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 any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before 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 must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will 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 fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

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

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million. Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must 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 “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be 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 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding 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 that is typically found on an invoice or price quote for such product or services.

5.9 All products or 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 should 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 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or 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 products or 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 this pricing must be included in its 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. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and 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 may also be used to discount and liquidate close-out and discontinued products and 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 products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

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 reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

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 products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the 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), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must 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 products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

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 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable 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 is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express 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 products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

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

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 weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making 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,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and 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 and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points 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 proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should 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. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

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 unless the Vendor and NJPA agree to a different location.

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 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded 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 will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must 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 in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant 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, its agents, representatives, employees, or subcontractors, and the 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 does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

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

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering 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 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). 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 must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not 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 will be a court of competent jurisdiction with respect to the Member.

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. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires 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, the NJPA Member and the 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 the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a 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 of 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 products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends 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, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction 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 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill 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, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds 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 NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by 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 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

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 will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: 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 the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

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 perform all obligations under this Contract. NJPA reserves the right to reject the acquiring 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 a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, 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 RFP 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 become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and

financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this 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 is 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 is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is 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 does not include late deliveries of 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 must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

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

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

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 an NJPA solicitation 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 termination of a 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 must 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 must 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, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, 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 may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor 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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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: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company’s expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 9) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

27) Describe any technological advances that your proposed products or services offer.

28) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

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

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this 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: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

**Contract Award
RFP #120716**

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120716 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products 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 by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

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

Awarded this _____ day of _____, 20_____ **NJPA Contract Number #120716**

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

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120716**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120716**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[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: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there 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?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

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

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all 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, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must 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 products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

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

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

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

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

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how 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 products and services is attached and has been emailed to the Vendor’s Contract Administrator.

Yes No

Section 5. Signatures

_____ Date
Vendor Authorized Signature

Print Name and Title of Authorized Signer

_____ Date
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO



Appendix A

NJPA 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 governmental, 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 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](#)



ADDENDUM ONE (1)

To that certain

NJPA RFP #120716

Issued by

National Joint Powers Alliance®

For the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services

Host: National Joint Powers Alliance

Date and Time:

Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)

Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)

Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)

Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)

Event number: 660 414 994

Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:

<https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627>

To join the audio conference only

US TOLL: +1-415-655-0001

Global call-in numbers: <https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0>

Access code: 660 414 994

For assistance

You can contact National Joint Powers Alliance at:

vidcon@njpacoop.org

<https://www.webex.com>

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.