



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	E.J. Ward, Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	E.J. Ward, Inc., Contract #022217-EJW
4. Cooperative Agency Initial Agreement Term:	Start Date: 06/01/2017 End Date: 06/01/2021
5. Cooperative Agency's Agreement-Options to extend:	Four-year contract with possibility for a fifth-year extension
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: 04/03/2020 End Date: 06/01/2021
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$224,637.91 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced E.J. Ward, Inc., Contract #022217-EJW ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from 04/03/2020 through 06/01/2021 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for installation and hosting of fueling components available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$224,637.91 for the purchase of installation and hosting of fueling components. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

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This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

CONTRACTOR NAME

Harry Black, City Manager

By: Mam
Signature

Markay Ward
Print name

ATTEST:

Title: President

Eliza R. Garza CMC, City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:

City Attorney,

By: Robert E. Kettyle
Signature

Robert E. Kettyle
Print name

Title: COO

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 #: 022217-EJW

Proposer's full legal name: E.J. Ward, Inc.

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 June 1, 2017 and will expire on June 1, 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 June 1, 2017

NJPA Contract # 022217-EJW

Vendor Authorized Signatures:

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

Vendor Name E.J. Ward, Inc.

Authorized Signatory's Title President


 VENDOR AUTHORIZED SIGNATURE

Markay Ward
 (NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 022217-EJW

Regular Meeting Minutes of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Tuesday, June 20th, 2017
Conference Room 3
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:50p.m. with the following members present: Barb Neprud, Mark Gerbi, Mary Freeman, Greg Zylka, Sara Nagel and Mike Wilson. Also present were Jon Radermacher, City of Little Falls and Chris Lindholm, Pequot Lakes School District, Ex-Officios; Chad Coauette, Susan Nanik, Misty Myers, Paul Drange, Liz DeRuyck, Anna Gruber, Mike Carlson, Jamie Loken, Ashley Kaisershot, Bev Hoemberg, and BreAnne Tollefson, NJPA staff.

Chair Wilson appointed Board member Sara Nagel as temporary Clerk.

Mr. Zylka moved, seconded by Ms. Nagel to accept the agenda as amended. Motion carried.

Ms. Neprud moved, seconded by Mr. Gerbi to accept the minutes of the Regular Board Meeting held on May 16th, 2017. Motion carried.

Mr. Carlson presented the monthly Financial Reports and budget update.

Mr. Zylka moved, seconded by Mr. Gerbi to accept the FY17-18 Budget as presented. Motion carried.

Ms. Freeman moved, seconded by Ms. Nagel to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #93388 to # 93673. Motion carried.

Ms. Freeman moved, seconded by Ms. Neprud to approve all Wire Transfers #248 to #273. Motion carried.

Ms. Freeman moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added May 1-31, 2017

Ms. Kaisershot gave a day in the life of an NJPA employee presentation on her role as Planning and Zoning specialist. Her focus is on planning and she is currently working with 8 communities.

Mr. Drange gave an update on Regional Programs.

Ms. Gruber gave an update on Cities/County Innovation funding.

Ms. Nanik gave an update on the Facilities and Marketing Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Technology Department.

Ms. Myers gave an update on the Legal and Government Relations Departments.

Ms. DeRuyck gave an update on the Business & Membership Development, Cooperative Contract Purchasing, and Procurement Departments.

Ms. DeRuyck reported on the following new contracts awarded by Jeremy Schwartz, CPO, in April as noted in Appendix A.

Ms. Neprud moved, seconded by Ms. Nagel to approve the revised Computer and Communication Use policy. Motion carried.

Mr. Drange presented the proposed revisions to the Rebate Policy for review.

Ms. Nagel moved, seconded by Mr. Zylka to approve 15 additional contract days for Erin Engness, PBIS consultant. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve 1.63 additional contract days for Diane Grundyson, O & M Consultant. Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to accept the following resignations:

- Tanya Nelson, Admin Specialist- Legal, effective May 30th, 2017
- Deb Cervantez, Admin Specialist- Confidential EE, effective June 9, 2017.

Motion carried.

Ms. Nagel moved, seconded by Mr. Zylka to approve hiring:

- Carol Jackson, Procurement Analyst III, effective June 12th, 2017
- Kim Austin, Procurement Analyst III, effective June 1st, 2017
- Josh Meech, IT Support Specialist, effective June 12th, 2017
- Kelly Pearson, Contract Administrator I, effective June 19th, 2017
- Vicky Buscher, Account Clerk IV, effective June 19th, 2017
- Andrea Mortensen, Admin Specialist III- Ed Solutions, effective June 26th, 2017
- Dianne Heldman, Admin Specialist IV- Low Incidence, effective July 1st, 2017
- Cindy Swenson, Educational Consultant, effective July 3rd, 2017
- Lisa Worden, Education Consultant, effective July 3rd, 2017
- Lisa Pingrey, Education Consultant, effective July 3rd, 2017
- Jackie Bruns, Sr. Education Consultant, effective July 3rd, 2017
- Mary Jacobson, Sr. Education Consultant, effective July 3rd, 2017
- Justin Edin, CSW, effective June 26th, 2017.

Motion carried.

Mr. Gerbi moved, seconded by Mr. Zylka to open the following positions:

- Procurement Analyst II- up to 2 positions

- Administrative Specialist II; Contract Purchasing
- Education Consultant
- Contract Administration Specialist- up to 2 positions
- Contract Administrator I
- Contract Administrator II
- Admin Specialist- Legal Assistant

Motion carried.

Mr. Gerbi moved, seconded by Mr. Zylka to approve the following position descriptions and open positions:

- Executive Assistant
- Student Academics Coordinator
- Teacher Recruitment Specialist

Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve the Hay System 3-Year Review adjustments and changes. Motion carried.

Ms. Nagel moved, seconded by Ms. Neprud to approve the Employee Matrix and associated individual Annual Employment Contracts. Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve the Staffing Agreement with Benton-Stearns Education District for PBIS Coordinator for FY17-18. Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an update on Board Committees, National Cooperative Procurement Partners, and Minnesota Service Cooperatives.

Ms. Nagel moved, seconded by Mr. Zylka to adjourn the meeting at 8:25 p.m. Motion carried.

NJPA PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2017

Requesting Board permission to Solicit the following categories:

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Requesting Board permission to Re-Solicit the following categories:

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NEW CONTRACT

Neopost USA Inc.	041917-NPI	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
Pitney Bowes Inc.	041917-PIT	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
Agile Access Controls, Inc.	022217-AAC	"Fleet Management and Related Technology Solutions"
AssetWorks LLC	022217-AWI	"Fleet Management and Related Technology Solutions"
CalAmp Corp.	022217-CAW	"Fleet Management and Related Technology Solutions"
Chevin Fleet Solutions	022217-CVS	"Fleet Management and Related Technology Solutions"
E.J. Ward, Inc.	022217-EJW	"Fleet Management and Related Technology Solutions"
Geotab Inc.	022217-GEO	"Fleet Management and Related Technology Solutions"
Gilbarco Veeder-Root	022217-GVR	"Fleet Management and Related Technology Solutions"
GPS Insight, LLC	022217-GPI	"Fleet Management and Related Technology Solutions"
Lytx, Inc.	022217-DCI	"Fleet Management and Related Technology Solutions"
Networkfleet, Inc.	022217-NWF	"Fleet Management and Related Technology Solutions"
PreCise MRM	022217-PRE	"Fleet Management and Related Technology Solutions"
Synovia Solutions, LLC	022217-SSL	"Fleet Management and Related Technology Solutions"
Syn-tech Systems, Inc.	022217-SYS	"Fleet Management and Related Technology Solutions"
Trak Engineering, Inc.	022217-TRK	"Fleet Management and Related Technology Solutions"
WEX Inc.	022217-WEX	"Fleet Management and Related Technology Solutions"

New ezIQ Contracts

State of Minnesota - Utility/Civil

No award	MN01UC1-042517	
No award	MN02UC1-042517	
No award	MN03UC1-042517	
No award	MN01UC2-042517	
No award	MN02UC2-042517	
No award	MN03UC2-042517	
No award	MN01UC3-042517	
No award	MN02UC3-042517	
No award	MN03UC3-042517	
L.S. Black Constructors, Inc.	MN01UC4-042517-LBC	
No award	MN02UC4-042517	
No award	MN03UC4-042517	
JJD Companies LLC	MN01UC5-042517-JJD	
No award	MN02UC5-042517	
No award	MN03UC5-042517	

5th YEAR RENEWALS

Felling Trailers, Inc.	031014-FTS	"Public Utility Equipment with Related Accessories and Supplies"
Alamo Group (TX) Inc. dba Alamo Industrial	070313-AGI	"Grounds Maintenance with Related Equipment, Accessories and Supplies"
Strategic Equipment and Supply Corporation	103013-SES	"Commercial Kitchen Equipment and Related Supplies"

ezIQ RENEWALS

Astra Construction Services, LLC	FL01GC2-051716ACS	
Astra Construction Services, LLC	FL01UG1-051716-ACS	
Astra Construction Services, LLC	FL02GC3-051716-ACS	
Astra Construction Services, LLC	FL02UG2-051716-ACS	
Astra Construction Services, LLC	FL03GC2-051716-ACS	
Astra Construction Services, LLC	FL03UG2-051716-ACS	
BDI Construction Company	FL04UG1-051716-BDI	
Centennial Contractors Enterprises, Inc.	VA01-061416-CCE	
HITT Contracting, Inc	VA02-061416-HCI	
Newton Construction & Management, Inc.	CA02CO-061416-NCM	
Wesfield Construction Co. Inc.	NH02-052113-WCC	
William A. Thayer Construction, Inc	CA03CO-061416-WTC	

[Home](#) > [List of Bids](#) > [Bid Information](#)

Bid Information

[Pending Bidding Approval](#)

Bid Information for 022217

Bid Number	022217	Bid Name	Fleet Management and Related Technology Solutions
Published By	National Joint Powers Alliance	Solicitation Type	Open to all suppliers
Contract Type	RFP	Procurement Name	Procurement
Published Date	01/05/2017	Closing Date	02/22/2017 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	,
Bid Type	Goods	Group	
Remind Notice Date	Not Applicable	Publish Option	
NIGP Code		Value Range	Not Applicable
Accept questions	Not Applicable	Tender Area	

Requirements

NDA Requirement	Not Applicable
NOI Date	Not Applicable
Site Meetings	Not Applicable

Bid Advertisement

National Joint Powers Alliance

Fleet Management and Related Technology Solutions

022217**Closing Date: 02/22/2017 04:30:00 PM CT****Detail:**

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Bidding Category)

 Automotive/ Industrial		
Automotive Services	Repairs and maintenance of automobiles , storage of autos, towing, trucking services, leasing, rentals, car washes/cleaning, stabilization system, wheel balancing, etc	
Aviation Supplies/ Services	Planes, helicopters, etc., aircraft parts, aerospace engineering, pilots	
Heavy Equipment/ Vehicles	Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.	
Industrial Vehicles/ Equipment	Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc	
Passenger Vehicles	Cars, Sports utility vehicles, pick-up trucks, mini vans, police cars, etc. hybrids	
Recreational Vehicles and Services	ATV's, snowmobiles, RV's (motor homes, trailers) boats, jet-skis, boat motors, skidoos, motorcycles, bikes, rescue boats, mobile office trailers, rafts etc	
Tools/ Supplies/ Parts	Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc	

Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

Invited Bidders

Name / Email	Address	Phone	Fax
No Bidder Invited			

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AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Fleet Management and Related Technology Solutions

Fleet Management and Related Technology Solutions; Bid Location Staples, MN, Cass County; Due 02/22/2017 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/6/2017

State of Oregon
County of Multnomah

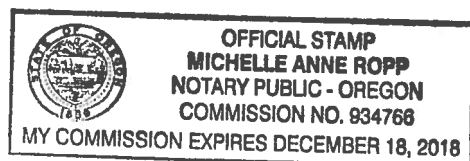
SIGNED OR ATTESTED BEFORE ME
ON THE 2nd DAY OF March, 2017

Nick Bjork

Nick Bjork

Michelle Anne Ropp

Notary Public-State of Oregon



**THE NATIONAL JOINT
POWERS ALLIANCE (NJPA)
FLEET MANAGEMENT AND RELATED
TECHNOLOGY SOLUTIONS**
Proposals due 4:30 p.m.,
February 22, 2017
**REQUEST FOR PROPOSAL
RFP #022217**

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Jan. 6, 2017. 11243642

Ginger Line
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11243642
Client Reference No: RFP #022217

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022217 - Fleet Management and Related Technology Solutions (Draft)

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Basic Information Complete

Estimated Contract Value (CAD)

\$1,111,111.00

Region

Canada, All of Canada, All of Canada

Notice Type

Goods & Services

Notice Language

English

Publication Method

Open Solicitation

[Modify](#)

Header

Reference Number

0000046809

Source ID

PP.CO.USA.868485

Issuing Organization

National Joint Powers Alliance

Owner Organization

Solicitation Type*

RFP - Request for Proposal

Solicitation documents will be modified in order to reflect this new Solicitation configuration.

Solicitation Number*

022217

Title*

Fleet Management and

Agreement Type

Dates

Time Zone

Closing Date*

☒ Specific Date CST/CDT☐ Number of days

at

Bid Intent

☐ Required☐ Optional☒ Not Available

Bid Intent Deadline*

☐ Solicitation Owner is notified of new Bid Intent

Question Acceptance Deadline

 CST/CDT

Questions are submitted online

☐

Publication

☒ Manual☐ Scheduled

Contact Information

Buyer*

Ginger Line

Display as contact



Phone*

218-894-1930

ext.

Email

ginger.line@njpacoop.org

Owner Contact

Display as contact



Phone*

ext.

Email

Questions Answered By*

Ginger Line

Ginger Line

Details

Delivery Point

Purchase Type*

☐ One Time Only

Delivery Date

 or☒ Term☒ Dates

Start Date*

2017/01/06 12:00:00 AI CST/CDT

End Date*

2017/03/31 12:00:00 AI CST/CDT

Option

☐ Duration

*

Option

Description*

This is a 4 year contract with optional 5th year renewal

Display Document Takers List

☒ Yes☐ No

Internal Notes

This note will not
be seen by suppliers

Required Acknowledgement Optional

Acknowledgement required

☐ Yes

☒ No

Bonding Requirements Optional

Bid Bond

☒ % ☐ \$

Performance Bond

☒ % ☐ \$

Maintenance Bond

☒ % ☐ \$

Surety Bond

☒ % ☐ \$

Labor and Materials Bond

☒ % ☐ \$

Payment Bond

☒ % ☐ \$

[Add a Bond](#)

Pre-Bidding Events Optional

[Add an Event](#)

Bid Submission Process Complete

Bid Submission Type*

☐ Electronic Bid Submission ☒ Physical Bid Submission ☐ Electronic or Physical Bid Submission

Pricing*

☒ Lump sum ☐ In attached document

Number of Envelopes

☒ 1 ☐ 2

Pricing

Lump sum

Bid Documents List*

- ☒ Allow Bid Documents
☐ Specific Bid Document Structure
☐ Do Not Allow Bid Document
☐ Allow Additional Documents

Item Name	Description	Mandatory	Delete
Bid Documents	Documents defining the	<input checked="" type="checkbox"/>	Delete
		<input type="checkbox"/>	Delete

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Bid RFP #022217 - Fleet Management and Related Technology Solutions

Bid Type **RFP**

Bid Number **022217**

Title **Fleet Management and Related Technology Solutions**

Start Date **Jan 5, 2017 2:07:28 PM CST**

End Date **Feb 22, 2017 12:00:00 AM CST**

Agency **NJPA**

Bid Contact **Ginger Line**
(218) 894-5483
ginger.line@njpacoop.org
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions

0 Questions

[View/Ask Questions]

Description

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

Delivery Information

NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date **Feb 1, 2017 10:00:00 AM CST**

Location **Webcast/Conference Call**

Notes **Log in information will be sent to all inquirers two business days prior to the event**

Documents

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2017 © | The Public Group, LLC. All rights reserved.

The Public | GroupTM

- Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies
- Public Safety and Emergency Management Related Equipment, Supplies, and Services
- Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
- Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation
- Fleet Management and Related Technology Solutions

Vendor Reference Guide

- Contracts - General

- Contracts - Fleet

- Contracts - ezIQC Construction

- Cooperative Health

- Current & Pending Solicitations

- FAQs

- How to Purchase

- State Legal References

- NJPA Access for Vendors

- Public Sector Insured Deposit

- Search Vendors & Products

- Vendor Newsletter

- What Can NJPA Do For You

- Procurement Plaza



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List of NJPA Contracts
Membership Application
Member Testimonials
Who is NJPA?

BECOME A VENDOR

Current & Pending Solicitations
Vendor Get To Know Us
Vendor Reference Guide

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



EXHIBIT 1

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

NATIONAL JOINT POWERS ALLIANCE,
Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

1/5/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001130991 /

PUBLICATION SCHEDULE

START 01/05/2017 END 01/05/2017

CUSTOMER REFERENCE NUMBER

RFP - 022217

CAPTION

REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of N

SIZE

38 LINES

1 COLUMN(S)

TIMES

3

TOTAL COST

87.46

REQUEST FOR PROPOSALS

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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@njpacorp.org. Proposals will be received until February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

1130991

UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government** FOR **NATIONAL JOINT POWERS ALLIANCE**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/05/2017 End 01/05/2017

DATE 1/5/2017

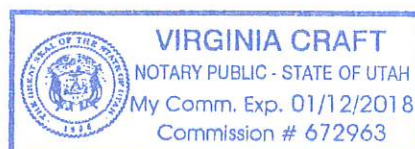
SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 5TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNELL



Virginia Craft
NOTARY PUBLIC SIGNATURE

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

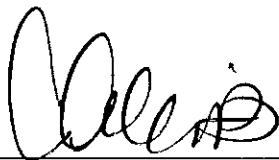
Personally appeared before me, Allison Branham, Sales Operations Supervisor of THE STATE, and makes oath that the advertisement,

Request For Proposals 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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY

0002863200

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

January 5, 2017


Allison Branham, Sales Operations Supervisor

Subscribed and sworn to before me, Karen L. Book,

on this day, January 7, 2017


Notary Public

My commission expires
September 7, 2026.

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

EXHIBIT 1
Request For Proposals
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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.
2893200

4D LIFE

Pharrell, Ellen address Kim Burrell's anti-gay statements

Kelly Lawler
@klawls
USA TODAY

Thursday's episode of *The Ellen DeGeneres Show* was a bit different than originally planned.

Gospel singer Kim Burrell was scheduled to perform a song from the *Hidden Figures* soundtrack with Pharrell Williams on the

talk show, but her appearance was canceled after a video of Burrell making anti-gay statements at Houston's Love & Liberty Fellowship Church went viral. In the video Burrell, a senior pastor at the church, calls homosexuality "perverted."

On Tuesday, DeGeneres announced to fans on Twitter that Burrell would not be performing on the show, and Pharrell posted to Instagram denouncing "hate

speech of any kind."

In the episode, Pharrell and DeGeneres discuss Burrell and her comments directly.

"(Burrell) made a statement, and she said some very not nice things about homosexuals, so I didn't feel that was good of me to have her on the show to give her a platform after she's saying things about me," the host explained, before turning to Pharrell.

"There's no space, there's no

room for any kind of prejudice in 2017 and moving on. There's no room," the artist said.

He added that Burrell is a "fantastic singer," and "I love her, just like I love everybody else and we all got to get used to that."

"We all have to get used to everyone's differences and understand that this is a big, gigantic, beautiful, colorful world and it only works with inclusion and empathy. It only works that way."

USA TODAY
FRIDAY, JANUARY 6, 2017

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide Feedback and Customer Service Solution for Schools (RFP No.17-04). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalipa.org

PROPOSAL DUE DATE:

FEBRUARY 1, 2017,
BEFORE 2:00 PM CENTRAL TIME

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide Sports Surfaces, Installation And Related Material (RFP No. 16-22). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalipa.org

PROPOSAL DUE DATE:

February 14, 2017,
BEFORE 2:00 PM CENTRAL TIME

To advertise in USA TODAY, email: sales@russelljohns.com

PUBLIC NOTICE

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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@njpacorp.org. Proposals will be received until February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

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Project TALENT staff will use existing data from Project Talent and Medicare health claims to answer questions about how your activities, health, and family life as a teenager influence your health today. To learn more about this research, please visit our website at www.ProjectTalent.org, call us toll-free at 1-866-770-6077, or email us at ProjectTalent@air.org.



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NOTICES

PUBLIC NOTICE

MISSING

BREANA BURKE



DOB: May 1, 2000

Sex: Female

Race: Biracial

Missing: Jun 20, 2016

Hair: Brown

Age Now: 16

Eyes: Brown

From: Dunkirk, MD

NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN

1-800-THE-LOST

PUZZLES

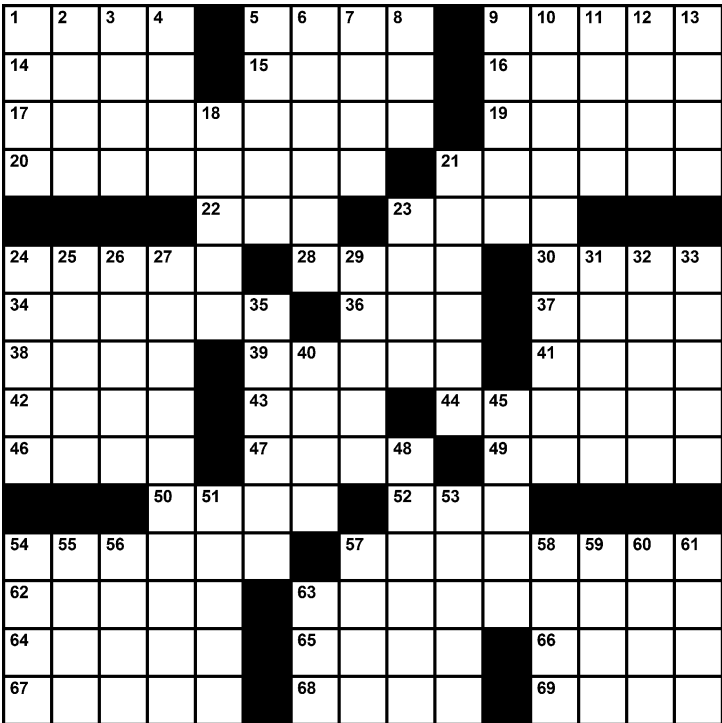
CROSSWORD

By Patrick Jordan

OFFICE ACTIVITIES

ACROSS

- "Better Call ____" ("Breaking Bad" spinoff)
- Slinky's shape
- Music licensing org.
- Event with booths, for short
- Guesstimate phrase
- Cello's smaller cousin
- It may elicit a "Whew!"
- Earth's longest mountain range
- Campground support
- Collection of abridged works
- Ripken Jr. in Cooperstown
- Fly off the shelves
- Opera troupe member
- Pained cry, in comics
- At all times
- Real thing
- Pledge of Allegiance ending
- South Pacific nation
- World Cup announcer's shout
- Hopelessly confused
- Completed, as cupcakes
- Razor feature
- Hand-wringer's word
- Elsa's frozen home, in "Frozen"
- Archie or Jughead
- Approves silently
- Clorets
- Alternative
- Wearing journey
- Favorable factor
- Soda shop order
- Loses potency, like a painkiller
- Follows orders
- Knight's flexible garb



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1/6

64 Grabbed some shut-eye

65 ____ yesterday (naive)

66 "How horrible!"

67 Toast starter, often

68 Lippy language

69 ____ ho (enthusiastic)

DOWN

1 Religious spinoff

2 Shaft beneath the floorboard

3 Perched atop

4 Drew the short straw, say

5 Ski lodge beverage

6 How cough syrup is taken

7 Castaway's home

8 "I'm cracking up," in a tweet

9 Prove helpful to

10 One behind the next

11 Word after bar or binary

12 Some pub offerings

13 Days gone by

18 Disney theme park

21 The flap of skin on an iguana's neck

23 Boot's bottom

24 Sire, biblically

25 Jumper cable hookup point

26 Play area

27 One of few words

29 Made more bearable

31 Church of England title

32 Blu-ray player button

33 Hitchhikers' hopes

35 Showed boredom

40 Helped oneself to

45 Snack for Chip 'n' Dale

48 Cavemen's weapons

51 Chills out

53 Comes down

Thursday's Answer

APPLE LAPSE OFF
GRAIL ALLEY PIE
OYSTERS SAUCE ERR
GUESS WARES
HOOSIER PARADE
ICRIED BEASTS
NEARS TEACH KIRE
DALE BUTTE INOX
INS GENES DIGUP
UNREAL FOREGO
BARCAR RETIRES
ARGON GUARD
ROE ORIGINALSIN
EMO LONGS SIEVE
DAN ABASE HEWED

1/5

CROSSWORDS

ON YOUR PHONE
mobilegames.usatoday.com

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek

Find and Circle:

Six types of TV programs

Six five-letter countries

____ Station

Beatles song: "____"

Six-letter Greek goddess

Thursday's answer: HOGWASH HEALTH HUNCH HUTCH HATCH

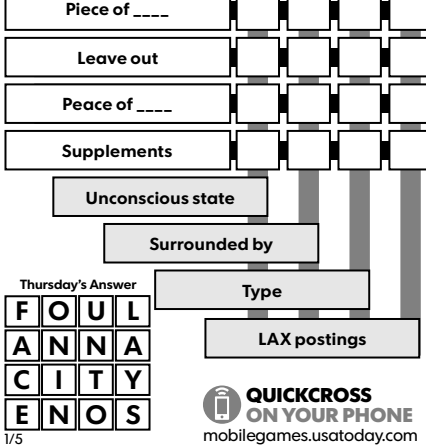
THUR HARSH HUSH HIGH HASH / TIC TAC TOE / SESAME STREET /

ORSON WELLES / OCEAN CANOE

QUICKCROSS

By John Wilmes

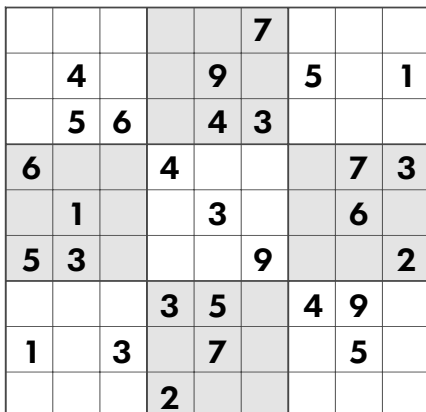
1/6



1/5

SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).



1/6

SUDOKU FUSION

ON YOUR PHONE
mobilegames.usatoday.com

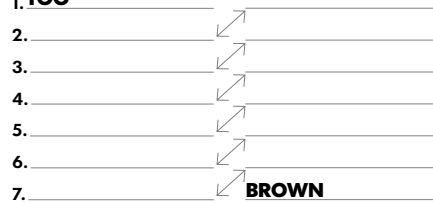
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UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt

1/6



1. **TOO**

2.

3.

4.

5.

6.

7. **BROWN**

Clues:

1. Impossible to lift

2. Type of rock

3. Type of container

4. Marching band leader

5. David Bowie's astronaut

6. Huck Finn's friend

7. Country band from Florida

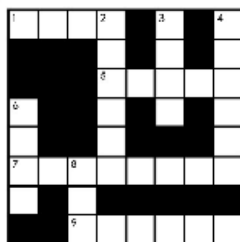
UP

PLAY ONLINE

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TXTPERT

Across: 1. 4468
5. 22688
7. 26323683
9. 338245
Down: 2. 872442
3. 6563
4. 728473
6. 2427
8. 363



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #022217
Entitled
FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on January 6, 2017, in South Carolina's *The State* on January 5, 2017, in Utah's *The Salt Lake Tribune* on January 5, 2017, in *USA Today* on January 6, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

777 Equipment Sales	Fuel Management Systems	PreCise MRM
Acro Service Corporation	Geotab	Prime Vendor Inc.
Agile Access Control, Inc.	Gilbarco, Inc.	Productivity Apex, Inc.
AgileAssets Inc.	Go Energies	Pureforge
AGiRepair	Go GPS	PWI, Inc.
ARI	GoFleet	Redding Construction
Arizona State Procurement	Government Leasing LLC	Redflex
AssetWorks	Government Solutions Team, LLC	REI
Atlantic Technology Group	GPS Insight	Reltronics Technologies
Auto Integrate	GPS Mobile Solutions	RMJ Tech
Bartley Solutions Group	IDA	Ron Turley Associates, Inc.
BSM Technologies	Infor	Routeware, Inc.
Cadre Scheduling LLC	Innovative Enterprise Consulting	RVA, LLC
CalAmp Corp.	InTouch GPS	Schaefer Systems International, Inc.
CALAMP Wireless Networks	INVERS Mobility Solutions	Schemtosh Consulting, LLC
Car Toys, Inc.	ITURAN USA INC	SES
Carlisle Brake and Friction	J.J. Keller & Associates, Inc.	SevenOutsource.com
Cascade Engineering, Inc.	Kubat Equipment and Service Co.	Shay Enterprise

CFA Software, Inc.	Lexmark Channel Partners	Shipcom Wireless
Chevin Fleet Solutions	Logisticus Group	SkyBitz Local Fleets
City of New York City - City Administration	Lytix	Skyhawk Telematics
Cobalt Truck Equipment	Marshall & Associates	SmartDrive Systems
Collective Data	MarshallGIS	Southwestern Petroleum Corporation
Comdata	Masters Transportation	Spradley Barr Ford
Connection	Matrix Consulting Group	Starboard Consulting
Custom Truck and Body Works	McCandless Truck Center, LLC	State of Colorado - Procurement Office
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DatcoMedia, LLC	Mercury Associates, Inc.	Syntech Systems
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Dossier Systems, Inc.	North American Procurement Council	Trak Engineering, Inc.
E.J. Ward, Inc.	Ohio Dept of Administrative Services	TransLoc
Energetics	Omntec Mfg. Inc.	U.S. Bank National Association
Enterprise Fleet Management	Onvia, Inc.	USA Fleet Solutions
Envision Solar International	Operational Services Division	USFleet Tracking
Explore Information Services	Orbit Software, Inc.	Utilimarc
Faster Asset Solutions	Orpak USA	VariTech Industries Inc.
Fleet Data Systems, LLC	PA Department of General Services	Veracity Wireless, Inc.
Fleet Group, Inc.	PCMG, Inc.	WEX
Fleet Response	Pedigree Technologies	Xerox Corp.
FleetCarma	Piper Networks	Zonar Systems, Inc.
FleetMind Solutions	Planon Corporation	Zozo Group
Foribus	Polarix	

Proposals were opened on February 23, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Agile Access Control, Inc.
 AssetWorks LLC
 CalAmp Corp
 CFA Software, Inc.
 Chevin Fleet Solutions LLC
 Comdata Inc.
 Derive Efficiency
 E.J. Ward, Inc.
 Fleet Solutions LLC dba USA Fleet Solutions
 Geotab Inc.
 Gilbarco Veeder-Root
 GPS Insight
 INVERS Mobility Solutions Inc.

Ituran USA, Inc.
 Lytx, Inc.
 MarshallGIS
 Merchants Fleet Management
 Mercury Associates, Inc.
 Networkfleet, Inc.
 Omntec Mfg., Inc.
 Pedigree Technologies
 PreCise MRM
 Ron Turley Associates, Inc.
 Routeware, Inc.
 Seon Systems Sales Inc. dba Fleetmind Solutions
 SkyHawk Telematics

SmartDrive Systems, Inc.
 Synovia Solutions, LLC
 Syn-tech Systems, Inc.
 Trak Engineering, Inc.
 US Fleet Tracking

Utilimarc Inc.
 Veracity Wireless Inc. dba FieldLogix
 WEX Inc.
 Zonar Systems, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, JD, NJPA Procurement Manager
 Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst
 Keith Hanson, CPA, NJPA Accounting Manager
 Kim Austin, NJPA Contract Procurement Analyst
 Gregg Meierhofer, CPPO, NJPA Contract Procurement Analyst
 Tim Spitzley, NJPA Evaluation Committee Member

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the established NJPA RFP evaluation criteria and determined that all proposal responses, with the exception of US Fleet Tracking, were Level-One responsive. US Fleet Tracking was determined to be Level One non-responsive based on a failure to submit a response to Form A, a response to Form P, and other required documentation. All other proposal responses were determined to have met Level-Two responsiveness and were evaluated.

Agile Access Control, Inc., provides a comprehensive fleet management system through its web-based FleetCommander tool. Their technology supports options for fleet-sharing, fuel management, vehicle maintenance, and motor pool utilization solutions. Agile Access Control offers a significant discount from MSRP pricing and the pricing schedule is clear and easy to use.

AssetWorks LLC offers a broad range of software and related technology for fleet management. Their base application can be expanded through additional value-added applications to meet a Member's unique needs. The AssetWorks sales and service teams are directly employed and can serve Members across the US and Canada. They offer Members a range of discounts from list price and significant additional volume discounts.

CalAmp Corp. is the manufacturer and service provider of turnkey SaaS automatic vehicle location (AVL) and telematics products. Their products integrate with numerous third party applications on a variety of levels to suit Members' needs and requirements. CalAmp has both purchase and lease options for hardware with significant price discounts reflecting solid value to Members.

Chevin Fleet Solutions LLC, is a Small Business Enterprise providing web-based fleet management solutions that are comprehensive, scalable and customizable. They have a direct to market approach that allows for the sales and service teams to work with Members from acquisition to implementation. Chevin offers perpetual software licenses, with unlimited user access, to deliver affordable solutions at significant discounts off of commercial pricing.

E.J. Ward, Inc., manufactures and services a variety of fuel management technologies for permanent terminal installations, mobile truck terminals, gas cans and small equipment needs. They offer a combined direct sales and service force leveraged with a network of certified installation contractors across the US and Canada. Ward's pricing reflects a solid discount from list price that is clear and easy to use.

Geotab Inc., is a device manufacturer, and also a firmware and software developer, for vehicle telematics solutions on an open platform that allows for ease of integration with other data systems. Their products are offered by more than 120 resellers located across the US and Canada. Geotab offers a considerable discount from MSRP representing a strong value to Members.

Gilbarco Veeder-Root is the provider of solutions for fuel, fuel tank, and fleet management equipment and technologies in the US and Canada. They utilize multiple channels for sales and service, including 25 direct sales employees, 193 distributor partners, and a network of 5,000+ certified service technicians through distributors and authorize service contractors. Gilbarco Veeder-Root provides a variety of discounts from MSRP on equipment, hardware, and software offerings in an easy to use format.

GPS Insight is a full service telematics provider offering scalable and configurable systems for all fleet types from light duty to heavy duty. They will deliver their solutions to Members with 45 direct sales employees and 30 operations and service employees, in addition to a network of certified contract installers across the US and Canada. GPS Insight's pricing proposal includes a significant discount from list price on software products with "at cost" pricing on accessories and additional discounts for volume purchases. They also provide set pricing for installation costs that reflect a value to Members.

Lytix, Inc.'s DriveCam safety program integrates in-cab video recorders, fleet tracking technology, and fuel management solutions. The focus of their system is on driver behavior changes and driver coaching with the use of video and audio recording reviews. Lytix offers discounted line item pricing with stated installation pricing and no charge for shipping to government clients.

Networkfleet, Inc., offers a comprehensive and integrated location and performance monitoring system for fleet management. Their products and services are scalable to serve Member needs. The NetworkFleet sales and service force includes more than 2,000 employees. Their pricing is clear, user-friendly and offers a significant discount from standard prices.

PreCise MRM provides a full-featured AVL/GPS fleet solution complete with detailed reporting functions, mapping, and third-party integration features. They have a solid inside and outside sales force, supported by a sub-contractor installer network to serve Members across the US and Canada. The PreCise MRM pricing reflects a strong value to Members with a range of discounts from list prices on products and services.

Synovia Solutions, LLC is the provider of fleet and asset tracking solutions with a number of features, including GPS/AVL technology, engine diagnostic tools, mobile data terminals, and time, attendance, hours of service, vehicle inspection, and electronic logging device capabilities. They offer an insurance coverage that protects Members with a lifetime warranty, replacement hardware, and service guarantees for a monthly service fee. Synovia offers a significant discount off of list prices, free shipping, and unlimited no cost training via the internet.

Syn-tech Systems, Inc. offers fuel management and fleet management products and technologies under the brand names FuelMaster and FleetMaster, with extensive experience in commercial, military, and transportation applications. Their equipment is designed to be rugged and easy to maintain or repair. Syn-tech Systems delivers its products and services through a network of over 300 certified distributors supported by direct sales and service staff. Their pricing is clear, concise, and offers a solid discount from list price.

Trak Engineering, Inc. provides fuel management technology that is highly secure, customizable, and delivers accurate data for vehicle and fluid monitoring. Their options include fully automated and manual entry systems. Additional

product offerings include gate and car wash controls. Trak Engineering provides turn-key services, no cost 24/7 help desk service and their pricing includes hardware, software, and installation, with a discount from list price that is within the competitive range.

WEX Inc., offers a comprehensive suite of telematics solutions on two separate hardware platforms. Their location and performance dashboards and reporting options are easy to use, scalable and customizable. The data collected can be fully integrated with the WEX fleet payment card solution. WEX offers significant discounts from list pricing on hardware, software, and monthly service charges, to deliver a strong value to Members.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #022217 to:

Agile Access Controls, Inc.	022217-AAC
AssetWorks LLC	022217-AWI
CalAmp Corp.	022217-CAW
Chevin Fleet Solutions	022217-CVS
E.J. Ward, Inc.	022217-EJW
Geotab Inc.	022217-GEO
Gilbarco Veeder-Root	022217-GVR
GPS Insight, LLC	022217-GPI
Lytx, Inc.	022217-DCI
Networkfleet, Inc.	022217-NWF
PreCise MRM	022217-PRE
Synovia Solutions, LLC	022217-SSL
Syn-tech Systems, Inc.	022217-SYS
Trak Engineering, Inc.	022217-TRK
WEX Inc.	022217-WEX

The preceding recommendations were approved on June 1, 2017.



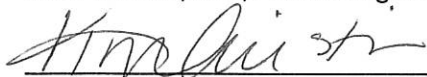
Chris Robinson, JD, Procurement Manager



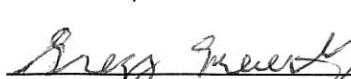
Ginger Line, CPPB, Senior Contract Procurement Analyst



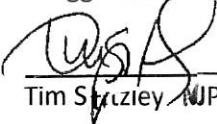
Keith Hanson, CPA, Accounting Manager



Kim Austin, Contract Procurement Analyst



Gregg Meier, CPPO, Contract Procurement Analyst

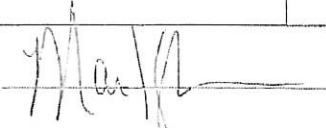


Tim Strzley, NJPA Evaluation Committee Member


Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUESTCompany Name: E.J. Ward, Inc.

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
		NO EXCEPTIONS	

Proposer's Signature: Date: 2-22-17NJPA's clarification on exceptions listed above:

Review and Approved:

 5/31/17
 NJPA Legal Department

**Contract Award
RFP #022217****FORM D****Formal Offering of Proposal**
(To be completed only by the Proposer)**FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS**

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, 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: E.J. Ward, Inc. Date: 2/17/17Company Address: 8801 TradewayCity: San Antonio State: Texas Zip: 78217Contact Person: Markay Ward Title: PresidentAuthorized Signature:  Markay Ward
(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 #: 022217-EJW

Proposer's full legal name: E.J. Ward, Inc.

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 June 1, 2017 and will expire on June 1, 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 Coquette
 (NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-EJW

Vendor Authorized Signatures:

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

Vendor Name E.J. Ward, Inc.

Authorized Signatory's Title President


 VENDOR AUTHORIZED SIGNATURE

Markay Ward
 (NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 022217-EJW

Form F**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: E.J. Ward, Inc.

Address: 8801 Tradeway

City/State/Zip: San Antonio, TX 78217

Telephone Number: 210.824.7383

E-mail Address: mward@ejward.com

Authorized Signature: 

Authorized Name (printed): Markay Ward

Title: President

Date: 2/17/17

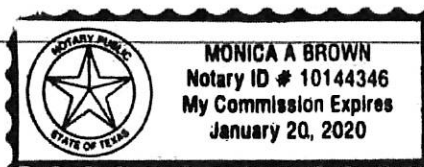
Notarized

Subscribed and sworn to before me this 17th day of February, 20 17

Notary Public in and for the County of Bexar State of Texas

My commission expires: 1/20/20

Signature: 



**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: E.J. Ward, Inc.

Questionnaire completed by: Mike Wade

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?.

Ward can provide leasing or financing options on a case by case custom agreement basis.

- 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.

All orders that come from NJPA will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of the each quarter a report is run from the system that gives the order totals for the quarter. This will be processed in the same reporting manner as our GSA contract is processed now. We do not use dealers.

- 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, Ward accepts P-card procurement and payment at no additional cost.

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?

Ward has a comprehensive warranty that covers all products, parts and labor. The following represents the Ward standard warranty program:

Warranty Start Date

The Warranty start date, as indicated in this policy, is subject to one of the following:

- The date a product was shipped from Ward, plus 30 days
- A date mutually agreed to in writing
- The terms defined in a customer's contract

Limited Hardware Warranty

Ward provides a one year limited product hardware warranty to purchasers of its products. Ward warrants that the products will be free from defects in materials and workmanship that result in a material deviation from the applicable published Ward technical specifications.

- Hardware Failure - Upon a hardware failure, Ward will repair or replace such products within three working days of its receipt of the failed hardware, if in advance of its receipt, such hardware was evaluated by a Ward technician, or Ward technical support person via telephone.
- Customer shall obtain a RMA number from Ward, the product hardware shall be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.

Hardware Repair Service

In the event of a hardware failure past the first 30 days, but within the first year of ownership from the Warranty start date, the unit will be either repaired, or at Ward's option, replaced with a new or reconditioned unit of equal or greater value.

- Customer will receive an RMA number from Ward, the product hardware must be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.
- A repaired or replacement unit will be shipped at Ward's expense within five business days after receipt of the failed unit.

Limited Software Warranty

Ward provides a one year limited software warranty to licensees of Ward software accompanying Ward hardware. Ward warrants that the software delivered will be free of defects in material and workmanship for a period of one year following delivery to licensee. Ward warrants that the software, when used in accordance with the terms of the Ward Software License, will operate substantially as set forth in the applicable Ward software documentation for a period of one year following delivery of the

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Exceptions are listed below.

Warranty Limitations: "EJW" cannot be deemed non-compliant with warranty requirements inclusive, but not limited to the following conditions:

1. **Acts of God & Man Made Events:** Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped.
2. **Malicious Acts:** Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components.
3. **Negligence:** Inclusive of but not limited to; third party contractors hired by the "Buyer" to perform fuel site maintenance that would impair the performance of "EJW" equipment by disrupting electrical service or making non-authorized adjustments to "EJW" installed hardware or terminals.
4. **Procedural Changes:** Inclusive of but not limited to; the "Buyer" changing the manner in which their employees interact with the "EJW" fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., "OS" business rules or software customization requests).
5. **Non-"EJW" Equipment or Systems Failure:** Inclusive of but not limited to; "EJW" dispatching a technician and the cause of incident is found to be other than a contract covered product. Standard published pricing will apply for authorized repairs.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, when applicable under the warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

No.

How will NJPA Members in these regions be provided service for warranty repair?

Through Ward's standard warranty program.

- 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?

Any item purchased through this program from Ward will be warrantied by Ward.

- What are your proposed exchange and return programs and policies?

All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing ward at returns@ejward.com or by calling 210.824.7383.

- Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers.
- Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process.
- No refunds will be given. Ward will issue an account credit that can be used toward future purchases.
- Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date.

Exchange Policy: Exchange and/or repair of components is two to three (2/3) days after the receipt of the items in need of repair or exchange or after the receipt of a request for shipment (RMA) if there is no exchange or repaired board available. Customer's exchange and shipment to Ward must comply with Ward's Return Material Authorization (RMA) policy.

- 6) Describe any service contract options for the items included in your proposal.
Ward offers a complete service and support program that offers NJPA Members several program choices.
-

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.

Ward offers a complete turnkey fuel management and telematics system throughout the United States including complete service and support of our system.

- 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.)

- a. Ward will be offering our GSA contract discount which is a "discount from list price" method to NJPA.
- b. Ward offers a "discount from list price" to its existing customers under a service and support agreement after the initial order is placed and post warranty.

- 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.

- a. Ward's current discount will be 20% from our published price list for initial orders.
- b. After Warranty and with an enforce service and support agreement the discount from list price will be 10%.

- 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.

- a. Ward does not offer a standard quantity discount or rebate program.
 - b. Ward does take under consideration on a "case by case" basis additional discounts when they become available based on saving in production or raw material purchases.
-

- 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.

Ward offers “third party” hardware and software products on at a “cost plus percentage” basis.

- 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.

Pull and Replace FCT by Ward Technicians

- For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

Pull and Replace FCT by Others

For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

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

E.J. Ward’s method of shipping is by standard ground with a designation “FOB Destination Freight Prepay & Add”.

- This method ensures Ward is liable for goods during shipment until received by the customer.
- Shipping & Handling is additional and will be charged on final invoice.
- A customer may request expedited shipments such as “next day” or “two day” for an additional cost.
- UPS is Ward’s preferred carrier, however we also ship via FedEx when requested.
- Customer may provide Ward their shipping account # for order processing, however handling fees will still apply.

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

Ward would process this the same as any other order and would follow the process outlined in #14.

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

Ward can provide expedited shipments such as “next day” or “two day” for an additional cost.

- 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.

Identifying NJPA Customers, NJPA Price Assurance, Calculating Sales and Remittance of Administrative fees: Process listed below is currently in use for other Ward Joint Purchasing Agency contracts.

- a. Customer orders received through the NJPA program are setup in the MAS200 Accounting system with the code NJPA as the "Customer Type". This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately.
 - b. Using the MAS200 Accounting system select the Accounts Receivable Menu then select Reports and "Customer Listing". At the Customer Listing screen enter "NJPA" next to customer type and then print the report.
 - c. From the MAS200 Accounts Receivable menu select Reports and then select "Accounts Receivable Invoice History". Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report.
 - d. Enter sales into NJPA system, use the data from the preceding report.
 - e. Remit any associated fees 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.)

Ward will utilize a .75% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to NJPA.

Industry-Specific Questions

19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

Ward provides tank level information and also GPS Tracking.

20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

Ward ranks fuel management number 1 and telematics number 2.

21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

Ward can seamlessly integrate the NJPA members Ward fuel management data into the members existing fleet maintenance software. Ward's fuel management system can also be integrated with the members existing IT infrastructure and network.

22) Describe your technology support and its practical availability for our members.

Ward offer a complete service and support program which has been included on our proposal for NJPA's review.

23) How configurable are your solutions to be adapted for the unique needs of our members?

Ward's solution is extremely adaptable for the unique needs of NJPA's members.

24) Describe your security measures and privacy practices to ensure that customers' data is secure.

- a. Ward offers both a customer hosted enterprise solution and a Ward hosted SaaS, both solutions were built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules.
- b. The software has a multi-level security hierarchy with full audit trail as standard offering.
 - i. Credentials are controlled by the customer's system administrator

25) Describe your security practices while data is in transit and while stored in a host facility.

- a. Data in transit is encrypted
 - b. The same product security is employed as noted in question #1 above.
 - c. The hosting data center for Ward's SaaS is certified at the following levels
 - i. SSAE 16/ISAE SOC 1 Type 2, ISO 27001, SOC 2 Type 2, SOC 3 Type 2, PCI DSS, HIPAA / HITECH Security Rule Compliance Report (AT 101), EU-U.S. Privacy Shield Framework.

In addition, the data center holds the following:
 - d. Cisco Cloud Provider Certification with a Cisco Powered Cloud Infrastructure-as-a-Service (IaaS) designation
-

Fleet Management and Related Technology Solutions



- a. Cisco Powered Disaster Recovery as a Service (DRaaS) designation under the Cisco® Cloud and Managed Services Advanced Certification

26) Do your solutions allow for different levels of privileges and permissions with different users?

Ward's FleetView software allows for multiple levels of privileges and permissions with different users. Fleetviews customizable system security features allow defined user to access the level of data required by their own security protocols. Define read-only, and or user access, to assets by division or location, specified levels in any configuration or combination.

- User authentication integrated with Active Directory
- Add, modify, and remove asset information
- Add, modify, and remove employee information
- User-friendly browser based interface
- User-specific password roles (manager, operator, analyst, etc.)

Role	View Screen Data	View Reports	Add/Modify Screen Data	Add/Modify Reports	Create/Modify Users
Read Only Role	Y	Y	N	Y	N
Operator Role	Y	Y	Y	Y	N
Operator Admin Role	Y	Y	Y	Y	N
System Admin Role	Y	Y	Y	Y	Y
Reporter Role	Y*	Y	N	N	N
Fuel Management Role	Y	Y	Y	Y*	N
Vehicle Tracker Role	N	N	Y*	Y*	N
Central Office	Y	Y	Y	Y*	N
District Coordinator	Y	Y	Y	Y*	N
District Equipment	Y*	Y	Y*	Y*	N
Shop Manager	Y*	Y	Y*	Y*	N

* Limited Permissions

Signature: _____

Date: 2/17/17



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

RFP Opening

FEBRUARY 23, 2017

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022217

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 #022217 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS. Details of this RFP are available beginning January 5, 2017. 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 February 22, 2017 at 4:30 p.m. Central Time at the above address and opened February 23, 2017 at 8:30 a.m. Central Time.

RFP Timeline

January 5, 2017

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

February 1, 2017
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.

February 15, 2017
February 22, 2017
4:30 p.m. CT
February 23, 2017
8:30 a.m. CT

Deadline for RFP questions.

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

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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8. **GENERAL TERMS AND CONDITIONS**
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Gratuities
 - J. Hazardous Substances
 - K. Licenses
 - L. Material Suppliers and Sub-Contractors
 - M. Non-Wavier of Rights
 - N. Protests of Awards Made
 - O. Suspension or Disbarment Status
 - P. Affirmative Action and Immigration Status Certification
 - Q. Severability
 - R. Relationship of Parties
9. **FORMS**
10. **PRE-SUBMISSION CHECKLIST**
11. **PRICE & PRODUCT CHANGE REQUEST FORM**
12. **APPENDIX A**

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 [FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS].

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

3.17.1 In addition to [FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS], **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Fleet management information technologies, telematics, fleet monitoring, fuel management, fuel tank management, and motorpool/fleet sharing.]

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

3.17.2.1 This solicitation is not intended to include vehicles, vehicle parts, vehicle supplies, maintenance services, gas cards, or consultant services. Accordingly, this solicitation should not be construed to include more than an incidental offering of tanks and fueling equipment, vehicles supplies, or vehicle parts.]

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 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS 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 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS 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 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS 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 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS 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 FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS 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 \$50 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a 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 that 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.

6.30 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.

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 #XXXXXX" (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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Form A

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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS** industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) 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?
- 9) 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.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) 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.
- 14) 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.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) 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?
- 17) 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

- 18) 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.
- 19) 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.
- 20) 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?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) 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.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) 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?

- 26) 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

- 27) 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.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) 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.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) 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?
- 32) 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: _____

Form B**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 #022217

FORM D

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

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, 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 #022217

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 #022217**

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

Executed this _____ day of _____, 20____ **NJPA Contract Number #022217**

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 #022217**

Form F**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: _____

Form G

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

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) Of the following sub-categories please identify those that you provide solutions in:
- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
 - telematics
 - fuel management
 - fleet sharing
- If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.
- 20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.
- 21) Describe your experience, abilities, and methods for integrating your offering with NJPA members’ existing technologies.
- 22) Describe your technology support and its practical availability for our members.
- 23) How configurable are your solutions to be adapted for the unique needs of our members?

- 24) Describe your security measures and privacy practices to ensure that customers' data is secure.
- 25) Describe your security practices while data is in transit and while stored in a host facility.
- 26) Do your solutions allow for different levels of privileges and permissions with different users?

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
vices

☐ 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

Vendor Authorized Signature

Date _____

Print Name and Title of Authorized Signer

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

Date _____



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](#)




Form G
Fleet Management and Related Technology Solutions

Possible Points	Agile Access Control, Inc.	AssetWorks LLC	CalAmp Corp	CFA Software, Inc.	Chevin Fleet Solutions LLC	Comdata Inc.	Derive Efficiency	E.J. Ward, Inc.	Fleet Solutions LLC dba USA Fleet Solutions	Geotab Inc.	Gilbarco Veeder-Root	GPS Insight
Conformance to Terms/ Conditions to Include Documentation	50	39	36	37	40	40	39	41	40	42	42	40
Pricing	400	316	316	310	311	312	315	317	311	317	324	317
Financial, Industry and Marketplace Successes	75	59	62	60	58	62	56	57	60	57	65	55
Bidder's Ability to Sell/ Service Contract Nationally	100	75	79	77	65	78	76	71	80	64	72	75
Bidder's Marketing Plan	50	40	40	38	38	43	39	38	40	39	42	47
Value Added Attributes	75	62	62	63	61	64	60	62	63	61	63	61
Warranty Coverages and Information	50	40	40	41	37	39	38	39	40	39	40	41
Selection and Variety of Products and Services Offered	200	146	162	161	141	158	141	134	152	159	154	141
Total Points	1,000	777	797	787	751	796	764	759	786	772	791	777
Rank Order		14.5	4	8.5	28	5	20.5	23	10	16.5	6	14.5


Possible Points	INVERS Mobility Solutions Inc.	Ituran USA, Inc.	Lytx, Inc.	MarshallGIS	Merchants Fleet Management	Mercury Associates, Inc.	Networkfleet, Inc.	Omnitec Mfg., Inc.	Pedigree Technologies	PreCise MRM	Ron Turley Associates, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	40	42	41	39	38	42	40	40	41	38
Pricing	400	320	323	310	324	309	294	339	308	335	309
Financial, Industry and Marketplace Successes	75	59	58	61	56	55	57	66	59	48	56
Bidder's Ability to Sell/ Service Contract Nationally	100	75	60	73	61	75	67	83	79	67	71
Bidder's Marketing Plan	50	38	37	40	40	38	40	36	38	38	38
Value Added Attributes	75	60	60	63	63	58	60	64	59	58	60
Warranty Coverages and Information	50	40	40	41	42	40	37	42	40	39	41
Selection and Variety of Products and Services Offered	200	138	144	155	147	140	130	166	135	142	141
Total Points	1,000	770	764	784	772	753	721	842	756	745	759
Rank Order		18.5	20.5	11.5	16.5	27	33	1	26	30	11.5

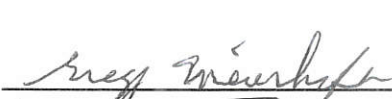
Possible Points	Routeware, Inc.	Seon Systems Sales Inc. dba Fleetmind Solutions	SkyHawk Telematics	SmartDrive Systems, Inc.	Synovia Solutions, LLC	Syn-tech Systems, Inc.	Trak Engineering, Inc.	Utilimarc Inc.	Veracity Wireless Inc. dba FieldLogix	WEX Inc.	Zonar Systems, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	38	36	41	38	41	41	41	39	40	43
Pricing	400	292	311	308	317	327	319	328	309	304	240
Financial, Industry and Marketplace Successes	75	54	57	55	58	57	64	59	56	55	64
Bidder's Ability to Sell/ Service Contract Nationally	100	67	67	67	60	73	83	74	65	67	77
Bidder's Marketing Plan	50	38	43	39	40	40	42	39	37	39	40
Value Added Attributes	75	61	60	61	62	59	63	58	58	57	62
Warranty Coverages and Information	50	38	41	40	41	42	42	41	37	40	41
Selection and Variety of Products and Services Offered	200	148	144	146	154	144	155	148	144	143	151
Total Points	1,000	736	759	757	770	783	809	788	745	745	718
Rank Order		32	23	25	18.5	13	3	7	30	30	34


Ginger Line, CPPB, NJPA


Keith Hanson, CPA, NJPA


Kim Austin, NJPA


Chris Robinson, JD, NJPA


Gregg Meierhofer, CPPO, NJPA


Tim Spitzley, NJPA

www.njpacoop.org



202 12th Street NE
P.O. Box 219
Staples, MN 56479

Proposal Opening Witness

Date of opening: February 23, 2017

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #022217 for the procurement of FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS.

Proposals are evaluated first on level-one responsiveness, then on the other criteria included in the RFP. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

Agile Access Control, Inc. – received 2/20/17 at 12:01pm

Proposer deemed responsive

AssetWorks LLC – received 2/22/17 at 11:40am

Proposer deemed responsive

Certificate of Insurance – not provided

CalAmp Corp – received 2/20/17 at 12:01pm

Proposer deemed responsive

CFA Software, Inc. – received 2/20/17 at 11:06am

Proposer deemed responsive

Chevin Fleet Solutions LLC – received 2/16/17 at 9:42am

Proposer deemed responsive

Comdata Inc. – received 2/20/17 at 11:06am

Proposer deemed responsive

Derive Efficiency – received 2/21/17 at 12:07pm

Proposer deemed responsive

E.J. Ward, Inc. – received 2/22/17 at 11:39am

Proposer deemed responsive

Fleet Solutions LLC dba USA Fleet Solutions – received 2/21/17 at 12:07pm

Proposer deemed responsive

Geotab Inc. – received 2/20/17 at 12:01pm

Proposer deemed responsive

Gilbarco Veeder-Root – received 2/22/17 at 10:41am

Proposer deemed responsive

GPS Insight – received 2/21/17 at 12:07pm

Proposer deemed responsive

INVERS Mobility Solutions Inc. – received 2/17/17 at 10:56am

Proposer deemed responsive

Ituran USA, Inc. – received 2/22/17 at 10:38am

Proposer deemed responsive

Lytx, Inc. – received 2/22/17 at 11:38am

Proposer deemed responsive

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Staples, MN 56479

MarshallGIS – received 2/22/17 at 11:40am
Proposer deemed responsive

Merchants Fleet Management – received 2/21/17 at 11:16am
Proposer deemed responsive

Mercury Associates, Inc. – received 2/22/17 at 11:38am
Proposer deemed responsive

Networkfleet, Inc. – received 2/21/17 at 12:06pm
Proposer deemed responsive

Omntec Mfg., Inc. – received 2/20/17 at 11:06am
Proposer deemed responsive

Pedigree Technologies – received 2/22/17 at 11:40am
Proposer deemed responsive
Form B – not provided

PreCise MRM – received 2/22/17 at 10:39am
Proposer deemed responsive

Ron Turley Associates, Inc. – received 2/20/17 at 11:06am
Proposer deemed responsive

Routeware, Inc. – received 2/21/17 at 12:07pm
Proposer deemed responsive

Seon Systems Sales Inc. dba Fleetmind Solution – received 2/21/2017 at 12:08pm
Proposer deemed responsive
Form D – not provided
Form F – not provided

SkyHawk Telematics – received 2/22/17 at 11:39am
Proposer deemed responsive

SmartDrive Systems, Inc. – received 2/17/17 at 10:57am
Proposer deemed responsive

Synovia Solutions, LLC – received 2/22/17 at 10:38am
Proposer deemed responsive

Syn-tech Systems, Inc. – received 2/21/17 at 11:17am
Proposer deemed responsive

Trak Engineering, Inc. – received 2/21/17 at 12:06pm
Proposer deemed responsive

US Fleet Tracking – received 2/22/17 at 10:39am
Proposer deemed non-responsive
Proposer did not enclose the minimum required documentation.

Utilimarc Inc. – received 2/20/17 at 12:01pm
Proposer deemed responsive

Veracity Wireless Inc. dba FieldLogix – received 2/17/17 at 10:57am
Proposer deemed responsive

WEX Inc. – received 2/20/17 at 11:06am
Proposer deemed responsive
Not enough insurance coverage

Zonar Systems, Inc. – received 2/17/17 at 12:10pm
Proposer deemed responsive

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P.O. Box 219
Staples, MN 56479

Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.

WITNESSES:


Jonathan Yahn, Contacts and Compliance Manager, NJPA



Chris Robinson, Contracts and Compliance Lead Analyst, NJPA


Scott Carr, Contract Administrator, NJPA


Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA


Ginger Line, CPPB, Senior Contract Procurement Analyst, NJPA


Kim Austin, Contract Procurement Analyst, NJPA


Sheila Christoffersen, Procurement Support Specialist, NJPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Austin C/L 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Lori Lynd	
	PHONE (A/C, No, Ext): 210-524-2055	FAX (A/C, No): 484-652-5441
	E-MAIL ADDRESS: lori.lynd@usi.com	
INSURED E.J. Ward, Inc. 8801 Tradeway San Antonio, TX 78217	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic Specialty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	7110163580000	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	7110163580000	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X		7110163580000	09/01/2019	09/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4060454430000	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	X	X	760010450000	09/01/2019	09/01/2020	\$10,000,000 Each Occ \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is amended to read: City of Stockton, its Mayor, Council, Officers, Representatives, Agents and Volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Stockton
 Attn: Risk Services
 425 N Eldorado Street
 Stockton, CA 95202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gene Pauls

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 1

Endorsement Effective Date: 09/01/2019

SCHEDULE

Person or Organization	
PER SCHEDULE ON FILE WITH THE COMPANY	
Liability Coverages	
<input checked="" type="checkbox"/>	1. Errors or Omissions Liability – Your Products and Your Services
<input checked="" type="checkbox"/>	2. Information Risk Liability
<input checked="" type="checkbox"/>	3. Communication Liability
<input type="checkbox"/>	4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability
A Liability Coverage applies to the Person or Organization above only if an “X” is entered in the box above.	

The following is added to **SECTION III – WHO IS AN INSURED**:

Scheduled Person or Organization

For purposes of the Liability Coverages for which an “X” is entered in the box in the Schedule above, the Person or Organization shown in the Schedule above is an insured. But:

1. Such person or organization is an insured only:
 - a. With respect to liability for:
 - (1) A covered **error or omission** if Liability Coverage 1 applies;
 - (2) A covered **information risk incident** if Liability Coverage 2 applies;
 - (3) A covered **communication incident** if Liability Coverage 3 applies; or
 - (4) A covered **privacy administrative proceeding** if Liability Coverage 4 applies; and
 - b. If such liability is caused, in whole or in part, by:
 - (1) Your acts, errors or omissions; or
 - (2) The acts, errors or omissions of those acting on your behalf.
2. No such Person or Organization is an insured for:
 - a. Their independent acts, errors or omissions; or
 - b. Any act, error or omission committed before:
 - (1) The Retroactive Date shown in the Schedule above, if any; or
 - (2) The Effective Date of Endorsement shown above, if no Retroactive Date is shown in the Schedule;

for the applicable Liability Coverage

3. If the insurance afforded to such person or organization is required by a contract or agreement, this insurance:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by such contract or agreement to provide for such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION WHEN REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 10

Endorsement Effective Date: 09/01/2019

The following is added to Paragraph **V. Transfer of Rights of Recovery Against Other to Us** of **SECTION VIII – CONDITIONS**:

However, if the insured has agreed in a written contract or agreement with another person or organization to waive that insured's right of recovery against that person or organization, we waive our right of recovery against that person or person, but only for payments we make for an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** committed after the execution of the contract or agreement.

POLICY NUMBER: 711-01-63-58-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**BLANKET PER SCHEDULE ON FILE WITH
NAMED INSURED**Location(s) Of Covered Operations:**

Location	Building
1	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at

- the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 711-01-63-58-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) or Organization(s):**BLANKET PER SCHEDULE ON FILE WITH
NAMED INSURED**Location And Description of Completed Operations**

Location	Building
1	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 711-01-63-58-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**

BLANKET PER SCHEDULE ON FILE WITH NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TEXAS BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> Expected or Intended Injury (Property Damage) Non-Owned Aircraft and Watercraft Under 55 Feet Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators Personal and Advertising Injury Exclusions <ol style="list-style-type: none"> Insureds in Media and Internet Type Businesses Electronic Chatrooms or Bulletin Boards Medical Payments – Increased Limits and Time Period Product Recall Expense Coverage Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> Broadened Named Insured Additional Insured – Broad Form Vendor Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics User of Covered Watercraft Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> Duties in Event of Occurrence, Offense, Claim or Suit Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> Bodily Injury – Includes Mental Anguish Coverage Territory – Worldwide Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. **Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

- Hired, chartered or loaned with a paid crew; and
- Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- Less than 55 feet long; and

- c. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion 2.j. **Damage To Property of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

Paragraph (1) of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph 6. of **Section III – Limits Of Insurance:**

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph b.(1) of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion 2.j. **Insureds In Media And Internet Type Businesses of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:** "Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion 2.k. **Electronic Chatrooms Or Bulletin Boards of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage C is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph a.(3)(b) in Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments:**

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$ 1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay on behalf of the insured "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 90 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to Section V – Definitions:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":

- (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
- (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Expenses for overtime paid to your regular non-salaried "employees";
- (4) Expenses for hiring "temporary workers";
- (5) Expenses incurred by "employees", including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space; or
- (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".

- b. Does not include the following:

- (1) Damages, fines or penalties;
- (2) Defense expenses;
- (3) The cost of regaining your market share, goodwill, revenue or profit; or
- (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in Section I – Coverages:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured**1. Broadened Named Insured**

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph a. above:
 - (1) The following is added to Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions:

Regardless of the provisions of Paragraphs a. and b. above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph 2.a.(1)(d) of Section II – Who Is An Insured:

But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph b.(1) in Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

- b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured:**

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph 2. of **Section III – Limits Of Insurance:**

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties In the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – Commercial General Liability Conditions:

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph

Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of Section IV – Commercial General Liability Conditions:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph 4. of **Section V – Definitions:**

4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph 12.f.(1) of Section V – Definitions:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

POLICY NUMBER: 711-01-63-58-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

BLANKET PER SCHEDULE ON FILE WITH
NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY CHANGE 1

Effective 09/01/2019 , this endorsement forms a part of Policy No. 711-01-63-58-0001

(At the time stated in the policy)

issued to

E.J. WARD, INC.

WSS, INC. DBA E.J. WARD COMPANY

Producer: USI SOUTHWEST, INC.

by Atlantic Specialty Insurance Company

PRIMARY & NONCONTRIBUTORY - OTHER INS CONDITION CG 20 01 042013 IS
AMENDED TO INCLUDE THE FOLLOWING:

BLANKET PER SCHEDULE ON FILE WITH NAMED INSURED

3 0-00-0000 09/06/2019 SJB CPW PR 1.000

Policy Number: 711-01-63-58-0001

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured** of **Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. Limit of Insurance and Deductible

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. Other Insurance

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance** of **Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. Additional Insured – Written Contract, Agreement, Permit or Authorization

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. Broadened Named Insured

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)

- a. Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

(1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.

(2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee** of **Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b** of **Section IV – Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph A.1. **Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph A.2.a. **Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
 - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph A.2. **Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph A.4.a. **Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph A.4.b. **Loss Of Use Expenses of Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph A.4. **Coverage Extensions of Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion B.6. of **Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph B. Exclusions of **Section III – Physical Damage Coverage**:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph D. **Deductible of Section III – Physical Damage Coverage:**

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions:**

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph A.5. **Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions:**

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph C. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions:**

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ **Specific Waiver**
Name of person or organization

- ☒ **Blanket Waiver**
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE
INSURED

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2019

Policy No. 406-04-54-43-0001

Endorsement No.

Insured E.J. WARD, INC.

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Exhibit B: **Insurance Requirements for Professional Services**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: *"Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request."* Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202



FUEL MANAGEMENT SYSTEM FCT-IoT PROGRAM

City of Stockton





Executive Summary

Since its founding in 1974, E.J. Ward Inc., has provided custom Fuel Management Solutions for fleets of all sizes. As a pioneer in the industry, we are committed to delivering quality, accuracy, and security through continual process improvements.

Below is a selection of Ward Highlights:

- 1975 City of San Antonio requests Ward to develop the first Automated Fuel Management System
- 2000 The CANceiver™ is developed to monitor and record vehicle status, odometer, driver behavior, and automates access to the fuel pump
- 2008 Asset Tracking, real-time and passive GPS solutions is developed
- 2012 W4 product line is released - replacing all major product components for Fuel Control Terminals, CANceivers, and Fuel View software
- 2015 Fuel View 4.5 is released
- 2018 Internet of Things Fuel Control Terminal is launched delivering real time status and remote pump control

Our fuel management products are a comprehensive solution for delivering performance enhancing results. With proven state-of-the-art technology, our fuel management solution provides odometer recording, controlled, ease of access at the pump, as well as programmable type of fuel, quantity and frequency limitations. Optional detailed vehicle status and tracking driver habits such as seat belt usage and harsh breaking are also available.

Ward's Fueling Management system will provide the City of Stockton drivers with more efficient fueling, and administrators with At-a-Glance dashboards and data-rich reports for in-depth knowledge of their fleet.

Advanced Technology

- Real-time fuel management system
- Fuel Tag technology reduces labor costs
- Flexible to grow with the City of Stockton's future needs

Reliable Support

- Understanding of City of Stockton's fuel sites and requirements
- Comprehensive training program
- Utilization of local service contractors

Proven Experience

- Proven fuel management solution throughout the United States
- Leader in fuel management including thousands of implementations
- City of Stockton will maximize accuracy and control automation of its fuel dispensing activities

Project Scope of Work

Ward will install 12 FCT-IoT Fuel Control Terminals which will integrate with the City's existing Ward software platform. Ward will assign a Project Manager to oversee the project implementation. Project implementation is expected to take 2-3 months for project completion.



IoT Fuel Control Terminal

With Ward's Internet of Things Fuel Control Terminal (IoT FCT) the user is always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's W4 Fuel View software. Data rich display screens include fuel dispensing volumes and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. City of Stockton will have the ability to store up to a million employees, vehicles and transaction records.

The IoT FCT interfaces with gasoline, diesel, CNG, propane, and other fuel and fluid dispensing devices, and electric vehicle charging stations; controlling up to ten fuel pumps or other fluid dispensers.

Industrial grade components and powder coat finish withstands the harshest environments, providing dependable performance.

Memory Type/Storage Capacity

The IoT FCT downloads data independently and utilizes a single board CPU has a memory capacity of 4 Gb RAM and uses an 8 Gb industrial rated compact flash hard drive.

Key Features

- REST based API for robust security, communication, and scalability
- Intel™ Dual Core Processor
- Real-time pump and tank status, transactions, alerts
- Remote fueling authorization, diagnostics, updates, and restart
- EV charging station compatibility
- Custom fueling scripts
- Extensible framework ensures future technologies compatibility
- Self registering for plug and play installation
- Instant or user controlled update timing
- Durable powder coat finish

Specifications

- Intel® Atom™ E3827 dual core; 1.75 GHz core speed
- 64 Gb industrial grade mSata SSD (upgradeable)
- Windows 10 IoT Enterprise; Intel® E827 Atom™ Processor
- REST based API; HTTPS/SSL; Cat5/6 - TCP/IP; Wi-Fi; hard wire
- 120 / 240 VAC; less than 2 Amps total current SBC battery back up and line conditioning
- -400C to 600C operating temperature
- Optional TPM 2.0 security for enhanced storage encryption
- Multiple communication options:
TCP/IP, Cellular, 802.11 wireless, and satellite
- Cellular 3G / 4G - *optional data plans are available direct from Ward*
- UL 1238 and CSA C22.2 Certified



Ward Fuel Control Terminal

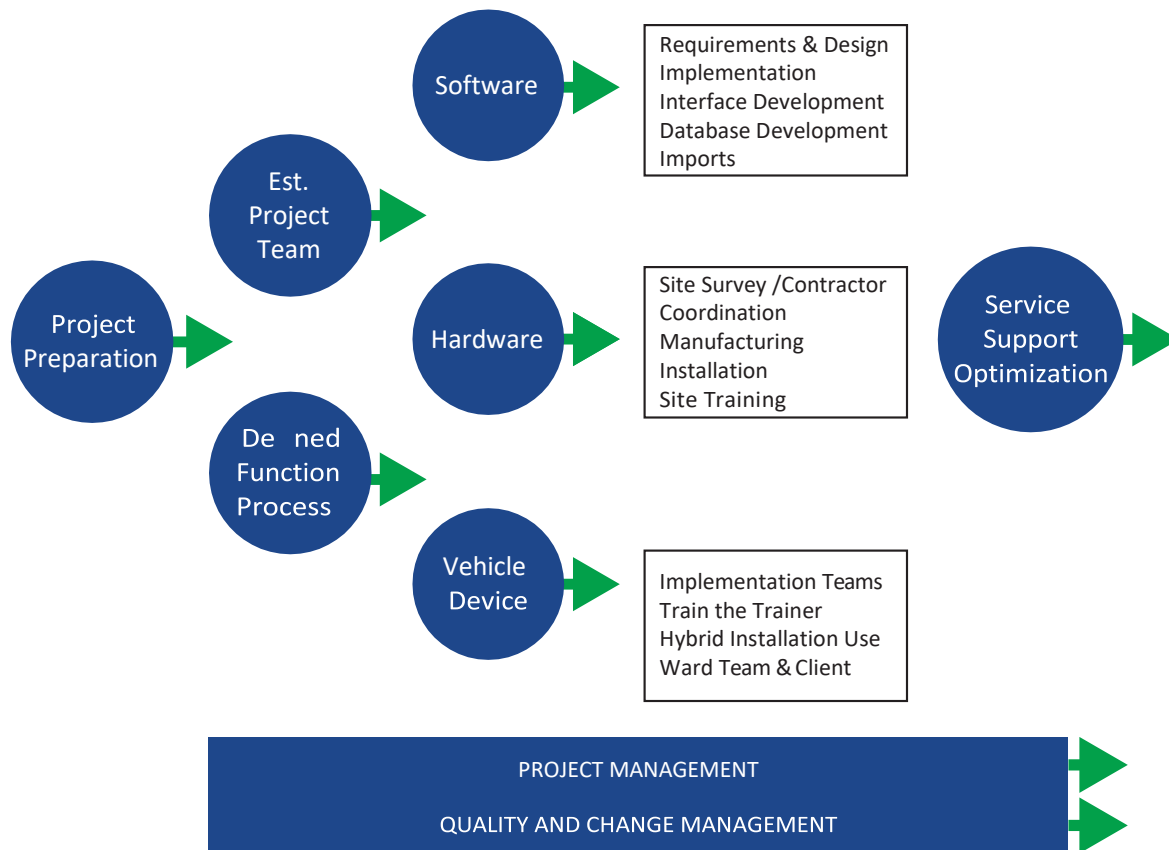
- » Eliminates need for data entry
- no human errors
- » Remote authorize transactions in real time
- » Wireless communication



Project Approach

Implementation Framework

Ward has a comprehensive program and project management methodology and toolkit. We manage five disciplines to ensure a project gets the support it needs and clients are pro-actively alerted when a project may be at risk in schedule, scope, or cost. This approach is scalable and has been used successfully to manage many projects around the country, from large-scale enterprise implementations to smaller single site projects.



Implementation Framework Overview

The City of Stockton will have a project specific plan developed based on the contracted deliverables and the mutually agreed time to implement each part of the system so as not to cause undo business interruptions or impact scope, schedule or budget. Ward's best practice is to have our project manager and the customers both develop prior to the formal kick off meeting.

Establishment of primary control processes is a critical element in delivering projects on time, on budget within scope. Ward uses systematic methods for continuously evaluating, approving, communicating, and managing changes to technical changes, cost and schedule baselines which are essential to maintaining implementation control.



FCT-IoT Training



Ward has determined the best way to train operators, repair technicians and users is through a hands-on training approach. All Ward's extensive training resources including samples of Ward's training material, support document, training references, and installation manuals can be provided per request due to the large number of training manuals.

On- Site Hardware Training

Site Manager

- How to open the FCT
- How to remove power from the FCT
- Where to lubricate lock assemblies
- Bypass mode
- Difference between bypass mode and off
- Where fuel island circuit breakers are located

Site Manager and Fueler

- Process for turning on the pump

» Training ensures you achieve thorough fleet understanding to maximize control and savings potential with your new Ward Fueling Solution



Project Pricing

The following represents the pricing for the additional 12 FCT-IoT Terminals and additional hosting related charges.

Fuel View Software Hosted By Ward					
Hosted Fuel view 4 "SaaS" MS SQL Version - 24x7x365 acces					
- MS SQL 2016 or newer - Unlimited use license (Software, Dashboard & Reporting Engine) - Standard: HID Module, OBD II Fleet Data Module, Ward Comm, Real-Time Connection - Enhanced Tank Monitoring Reporting Module (if connected to database) - Guaranteed Lifetime Current Software Version Updates while on Hosted Contract - Telephone Software Support Included - 24x7x365					
Part #	Model/Description	Qty	Price / Month		Extended
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan	Year 1		\$932.88	\$11,194.56
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan	Year 2		\$960.87	\$11,530.40
	OPTIONAL - FCT (X units) Hardware Extended Warranty - Not included	Year 2		\$0.00	\$0.00
CASOFT-W4 IOT-SaaS	Hosting - Fuel View 4 - Includes Data Plan	Year 3		\$989.69	\$11,876.31
	OPTIONAL - FCT (X units) Hardware Extended Warranty - Not included	Year 3		\$0.00	\$0.00
Terminal Equipment					
Part #	Model/Description	Qty	Price	Discount	Extended
FCT-W4 IOT-05H	5-hose IOT Terminal	12	\$10,190.22	\$8,152.18	\$97,826.11
SWITCH-305-T	FCT Mounted Network Switch - Temperature Rated	12	\$478.18	\$382.54	\$4,590.53
LABORPM	Project Management (per hour)	60	\$200.00	\$160.00	\$9,600.00
	Shipping and Handling	12	\$275.00	\$275.00	\$3,300.00
Subtotal					\$115,316.64
Peripheral Products					
Part #	Model/Description	Qty	Price	Discount	Extended
KIT-HOSE-MOD-2.4S	RF Hose Module Kit 2.4 GHz w/Switch - (one (1) per hose with CANceiver use)	13	\$375.00	\$300.00	\$3,900.00
	Shipping and Handling	1	\$200.00	\$200.00	\$200.00
Subtotal					\$4,100.00
Hardware Installation					
Part #	Model/Description	Qty	Price		Extended
CAINSTALL	Install FCT	12	\$4,445.00		\$53,340.00
CASTART-FCT	Ward Tech. Startup & Testing w/FCT Use; Train On-Site	12	\$1,440.00		\$17,280.00
Subtotal					\$70,620.00
Fuel View 4 SaaS with Data Plans				Sub Total	\$11,194.56
All Hardware - Installation Labor - Training				Sub Total	\$190,036.64
			Year 1	Total	\$201,231.20
Fuel View 4 SaaS with Data Plans			Year 2	Total	\$11,530.40
Fuel View 4 SaaS with Data Plans			Year 3	Total	\$11,876.31
				3 Year Total	\$224,637.91

- Notes:**
1. Quote is valid for 90 days
 2. Minimum 3 year agreement required on all SaaS systems
 3. Customer is responsible for networking from TLS to FCT.
 4. TLS must accept network card without firmware upgrade or additional charges will apply
 5. Requires use of existing mechanical and electrical wiring, piping and other related connections and they must meet existing local, state, and national codes.
 6. If replacement or additional materials such as conduit, EYS seal offs, AC power and low voltage wire, electrical, solenoids, switches or pulsers need replacement to be compliant; or a licensed electrician or permits or drawings are required, additional charges will apply.