



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Chevin
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell Contract #022217-CVS
4. Cooperative Agency Initial Agreement Term:	Start Date: 06/01/2017 End Date: 06/01/2022
5. Cooperative Agency's Agreement-Options to extend:	One one-year extension
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	NA
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: December 2021 End Date: December 2024
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$308,000.00 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 Sourcewell Contract #022217-CVS ("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 December 2021 through December 2024 unless terminated earlier by the City.

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 "Fleet Management and Related Technology Solutions" 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 \$308,000.00 for the purchase of Chevin Fleet Management System. 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.

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: _____
Signature

Print name

ATTEST:

Title: _____

Eliza Garza CMC, City Clerk

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

APPROVED AS TO FORM:

John Luebberke, City Attorney

By: _____
Signature

Print name

Title: _____

EXHIBIT A

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-CVS

Proposer's full legal name: Chevin Fleet Solutions

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-CVS

Vendor Authorized Signatures:

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

Vendor Name Chevin Fleet Solutions LLC

Authorized Signatory's Title SVP, North American Sales



VENDOR AUTHORIZED SIGNATURE

Ron Katz
(NAME PRINTED OR TYPED)

Executed on June 1, 2017

NJPA Contract # 022217-CVS

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	

Letter of Agreement To Extend the Contract

Between

Chevin Fleet Solutions
347 Lunenburg St.
Fitchburg, MA 01420

And

Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #022217-CVS) for the procurement of Fleet Management and Related Technology Solutions. This Agreement has an expiration date of June 1, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 1, 2022. All other terms and conditions of the Agreement remain in force.

Sourcwell

DocuSigned by:

By: Jeremy Schwartz, Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 6/8/2020 | 11:01 AM CDT

Chevin Fleet Solutions

DocuSigned by:

By: Cynthia LaRoche, Its: Administrative Assistant/Sales

Name printed or typed: Cynthia LaRoche

Date 6/8/2020 | 11:46 AM CDT

Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUESTCompany Name: Chevin Fleet Solutions

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
N/A	No Exceptions	No Exceptions	

Proposer's Signature: Date: 2/13/2017NJPA's clarification on exceptions listed above:

Review and Approved:

 5/31/17
NJPA Legal Department

Contract Award
RFP #022217FORM DFormal 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: Chevin Fleet Solutions LLC Date: 2/13/2017Company Address: 43 Orchard Hill DriveCity: Sharon State: MA Zip: 02067Contact Person: Ron Katz Title: SVP, North American SalesAuthorized Signature:  Ron Katz
(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-CVS

Proposer's full legal name: Chevin Fleet Solutions

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-CVS

Vendor Authorized Signatures:

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

Vendor Name Chevin Fleet Solutions LLC

Authorized Signatory's Title SVP, North American Sales



VENDOR AUTHORIZED SIGNATURE

Ron Katz
(NAME PRINTED OR TYPED)

Executed on June 1, 2017

NJPA Contract # 022217-CVS

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: Chevin Fleet Solutions LLC

Address: 43 Orchard Hill Drive

City/State/Zip: Sharon, MA 02067

Telephone Number: (781) 793-0788

E-mail Address: ron.katz@chevinfleet.com

Authorized Signature: 

Authorized Name (printed): Ron Katz

Title: SVP, North American Sales

Date: 2-4-2017

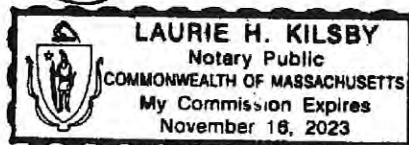
Notarized

Subscribed and sworn to before me this 4 day of February, 20 17

Notary Public in and for the County of Norfolk State of Massachusetts

My commission expires 11-16-2023

Signature: 





Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Chevin Fleet Solutions

Questionnaire completed by: Ron Katz

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?
Chevin offers multiple payment options to include leasing, financing as well time based payment terms spread over a mutually acceptable term. We consistently attempt to work with each of our clients to manage budgetary and payment options as needed to support our client's individual financial restrictions.
- 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.
As detailed in our earlier responses, Chevin markets its products and services directly to our North American client base and does not work through product resellers or system integrators. All sales and resulting billings are generated out of our Massachusetts offices so that quarterly summaries and billings are easily accommodated. Although we have national sales and global marketing team that will be promoting NJPA sales across our territories, any and all NJPA orders would be directed through of our sales staff to a single point of contact at Chevin.
- 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?
Chevin accepts P-card payments and absorbs the merchant processing cost for these services directly.

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?
Chevin's warranty as well as annual support agreement includes all software upgrades, patches and fixes as they become available. Upgrades include detailed release notes outlining any new functionality and enhancements included and are self-installing and never impacts the client's specific settings, reports or developed items such as interfaces, client specific workflows, etc. All upgrades are backwards compatible and major releases are typically made available to our clients on an annual basis, however as new functionality becomes available that may be of interest to a specific client, Chevin makes these types of upgrades available whenever desired.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Chevin's warranties in no way impose restrictions or limitations of any kind.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
As Chevin is a software company, we typically support our clients using online meeting tools such as WebEx or instant messaging. If for some unforeseen reason we need to travel to address a warranty or support issue, the cost for travel and related expenses would be billed at cost as incurred.

- 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?
As detailed in our earlier responses, Chevin is a truly global organization and currently supports clients in most states as well as provinces across North America. We anticipate no difficulties in supporting any NJPA members in any of the regions these members operate around the world.
 - 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?
Chevin would provide warranty and front line support for any of the products or services provided as part of our proposal.
 - What are your proposed exchange and return programs and policies?
Chevin does not have formal exchange or return programs for our products and services. As our products and services have never been exchanged or returned, we have never found the need to put in place a formal policy. Should a Chevin client experience an issue or problem with any of our products or services, the client typically reaches out by phone, email or direct access to our online issue logging system and the issue is triaged and addressed by Chevin's support team as part of normal operations.
- 6) Describe any service contract options for the items included in your proposal.
Chevin's software is delivered as a perpetual software license with a complimentary three month support contract and then subsequently is supported by an annual support agreement. Chevin's hosting and telematics service offerings warranties are comprehensively covered as part of the monthly fee.

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.

Chevin Fleet Solutions is uniquely positioned to provide NJPA members with the industries most powerful and capable end-to-end fleet management solutions available anywhere. As a truly global provider of fleet technology, Chevin has offices across the US and Canada as well as in Europe, the United Kingdom and Australia. Our software and related products are completely multi-cultural, supporting local currencies, languages and data formatting as well as taxation and regional qualification requirements. Unlike competitive software solutions, Chevin's software is developed using the latest coding methodologies and development tools, is fully web-based and supports all industry leading web browsers. As a result, system users can access the software from anywhere at any time, and our telematics solution seamlessly supports global deployments with cellular access across North America and more than 192 countries around the world.

More specifically, Chevin offers a suite of products and services many of which are not available through competitive suppliers. As a proper fleet technology solutions provider, many of Chevin's clients start by implementing our scalable and completely user-definable enterprise fleet software solution, FleetWave. Operating in live client environments since 2002, FleetWave is currently being used by more clients than any competitive web based fleet management software in the world. FleetWave supports operational oversight of any fleet related activity including but not limited to:

- Equipment and Asset Management
- Vehicle Allocation Management
- Vehicle Forecasting and Replacement Modeling
- Equipment Disposal Management
- Complete Workshop Management Functionality
 - Preventive Maintenance Management
 - Work Orders
 - Work Requests
 - Campaign & Recall Management
 - Workshop Floor Kiosk's for "paperless shop"
- Comprehensive Inventory Management
 - Purchase Orders
 - Inventory Counts
 - Inventory/Parts Sales
 - Bar Coding
- Driver and Operator Management

- License and Training
 - Duty of Care
 - DOT compliance
 - Hours of Service
- Accident Management
 - Incident management
 - Subrogation and Recovery
 - Police Reports
- Fuel Management
 - Fueling systems
 - Bulk fluid management
 - Commercial fuel card management
- Motor Pool Management
 - Online Reservations
 - Integrated key box control
- Tire Management
- Document Management
- Billing Management (Enterprise & Replacement Fund)
- Property and Equipment Management
- Capital Expense Management
- Budgeting Management
- Accounts Payable and Invoice Reconciliation
- Driver Expense Management
- Integrated Query Builder and Reporting
- Homepage Graphs, KPI's and Charting Wizard

In addition to the comprehensive functionality and capabilities provided by our enterprise fleet management information solution, Chevin offers numerous additional services and products that enable governmental and university fleets to gain real-time control over their fleet operations and drive ongoing efficiencies.

Just some of these additional products and services that Chevin offers include:

- FleetWave Connect – Chevin's fully integrated telematics solution
- Integrated Key Box support for pooled equipment
- FleetWave Mobile – Offline Data Collection using iOS/Android App
- FleetWave Driver Expense Portal for personal usage reporting or company vehicles
- System Integration to Internal Systems (i.e. Financial, HR, Payroll, Accounts Payable, etc.)
- System Integration to External Systems (i.e. Telematics, Fuel systems and fuel tank monitoring systems, etc.)
- System Integration to External Vendors (i.e. Commercial fuel cards, Parts Suppliers - NAPA, Auto Plus, etc., National Accounts, Leasing Companies, Banks, etc.)
- Fleet Management and Software Consulting Services

Lastly, for NJPA members that do not have internal IT support services, Chevin offers comprehensive and fully redundant industry leading Application Hosting services out of a commercial grade (Tier 3) data center in Houston, TX.

- 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.)

Chevin has provided within the attached a comprehensive list of our proposed products and services offered to NJPA members across North America and around the world. Chevin's pricing model within the enclosed price list is a ceiling based price reflecting aggressive discounts from our commercial and typical governmental pricing. Unlike competitive offerings, Chevin's software offering is proposed as a perpetual software license, supporting unlimited user access and in no way limits the number of instances that can be installed. Chevin's telematics offering – FleetWave Connect provides industry leading functionality typically for 1/3 the cost of most competitive offerings and cellular coverage to

more than 192 countries around the world. Chevin's software can be seamlessly integrated to any fuel management system (or third party telematics offering) available, and our Motor Pool functionality is second to none. As a true enterprise fleet management and related technology solution provider, Chevin Fleet Solutions offers the NJPA membership a singular service provider that can meet any of the NJPA member's fleet and maintenance management need.

- 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.

Chevin's discounts found within the comprehensive pricing enclosed ranges from 15% to 50% off our commercial pricing depending on the individual product or service.

- 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).

Chevin's pricing model within the enclosed price list is a ceiling based price reflecting aggressive discounts from our commercial and typical governmental pricing.

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

The pricing model that Chevin has advanced to NJPA is extremely aggressive and already includes discounts based upon the potential volume available to the combined NJPA membership.

- 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.

As Chevin's technology solutions are typically included in our comprehensive proposals and not sourced at a later date, these costs are often priced on a fixed fee basis (and are referenced in our proposed pricing in this response). However, should an NJPA member wish to purchase a product not referenced in our proposed pricing, Chevin's policy is to provide the client with a fixed fee quotation for the product as well as any related professional services for review and acceptance before sourcing the product.

- 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.

Chevin's comprehensive fleet management and related technology solutions proposal is comprehensive, and based on our current understanding of the requirements, is inclusive of all potential acquisition costs (with the exception of any potential shipping costs for hardware). Chevin's Professional Services rates are extremely competitive and are typically used to develop a firm fixed fee proposal based upon the level of effort necessary to implement and train the client's user group.

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

Chevin Fleet Services imposes no shipping or delivery charges for our software and remote professional services. Any hardware that might be provided such as Key Boxes or telematics devices would incur delivery charges. Our policy is to pass through delivery charges and not markup delivery charges for any hardware purchased from Chevin.

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

As detailed above, Chevin does not charge delivery fees for software and would pass through any delivery charges without markup for hardware purchases made.

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

Not applicable.

- 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.

Chevin's electronic billing system includes the ability to designate individual clients that procure our goods and services through a cooperative purchasing program such as NJPA, GSA, State contracts, etc., ensuring that any quotations or billings are processed appropriately. Our billing system can generate an automated report that reflects all cooperative purchases by any date range including by month, quarter or annually ensuring that we properly track and report all cooperative sales as needed for reporting 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.)

Chevin proposes paying NJPA an administrative fee of 2% of all sales generated through this NJPA contract for the duration of the agreement.

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)
Chevin Fleet Solutions provides the industry's most comprehensive enterprise fleet management information solution, and as detailed above, includes fully integrated capabilities for all fleet management functionality from vehicle acquisition through disposal. These capabilities further include a Chevin provided telematics solution (or integration to any third party telematics solution), fuel management of all fuel procurement and issue details (with integration to any third party electronic fueling system or commercial fuel card) and a fully integrated Motor Pool and online reservation system with optional integration to a Chevin sourced hardened key box(es).
- telematics
Chevin Fleet Solutions provides a fully integrated telematics solution - FleetWave Connect that enables fleets to quickly implement and gain instant visibility over complete fleet performance with integrated data feeds for meters (miles/kilometers/hours), latitude/longitude, idle time, speed and accelerometer events, equipment utilization and more for a fraction of the cost usually associated with such solutions. Additionally, if the NJPA member already has a telematics platform in place, we can seamlessly integrate their existing telematics platform with Chevin's enterprise fleet management information solution. (We have successfully integrated FleetWave with every major telematics platform available).
- fuel management
Chevin's enterprise fleet management information system, FleetWave is a transactional based fleet system, as a result every transactional attribute as it relates to fuel management can be maintained, queried and reported on in a real-time basis from directly within the application. In addition to full integration with any industry leading electronic fuel and fluid systems, FleetWave can also be integrated to any commercial fuel card platform further extending FleetWave's flexible and comprehensive integration across all fuel acquisition methods. With the ability to assign fuel and procurement cards to drivers and vehicles (as well as multiple cards to a single vehicle), FleetWave supports the comprehensive management of complete fueling and procurement card details to include unlimited status and reason codes, driver ID, PIN and access codes as well as complete usage and fuel issue details throughout the equipment's fueling lifecycle.
- fleet sharing
Chevin's enterprise fleet management information system, FleetWave provides a fully integrated Motor Pool and Equipment sharing module. Vehicles and equipment can be centrally managed and reserved online using FleetWave's online reservation tools. FleetWave's motor pool and equipment sharing module captures all key employee and organization details including flexible billing rates, department and accounting codes as well as dynamic scheduling details. With FleetWave's graphical display capability, pooled equipment availability and current utilization can be graphically presented to simplify oversight. Pooled equipment can be filtered to show only available assets at specific locations; or, FleetWave can be configured to provide random equipment assignment based upon user-defined criteria.

Additionally, FleetWave can be optionally integrated with a freestanding and hardened key control system, whereby authorized reservations seamlessly communicate with locally installed key boxes to allow users to

access pre-approved reservations, grab the keys and go. Upon return of the keys to the key box, the reservation/loan is completed and all date/duration details are automatically updated, closing out the reservation and making the vehicle immediately available for future use.

As with all of FleetWave's capabilities, the application provides fully integrated reporting, real time queries and data extraction that is totally definable for all data attributes captured within the system, including pool usage, costs and revenue generated. Like all FleetWave capabilities, the motor pool module is totally user definable to allow for changes and future enhancements to the pool management process without the need for programming.

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.

As a global leader in fleet technologies, Chevin offers many additional subcategories of products and services not listed above including but not limited to:

- FleetWave Mobile – Offline data collection of structured data using an iOS/Android App
- FleetWave Driver Portal for remote reporting or personal/business usage of company vehicles
- System integration to internal systems (i.e. Financial, HR, Payroll, Accounts Payable, etc.)
- System integration to external systems (i.e. Telematics, Fuel systems and fuel tank monitoring systems, etc.)
- System integration to external vendors (i.e. Commercial fuel cards, Parts Suppliers - NAPA, Auto Plus, etc., National Accounts, Leasing Companies, Banks, etc.)
- Fleet management and software consulting services

Lastly, for NJPA members that do not have internal IT support services, Chevin offers comprehensive and fully redundant industry leading Application Hosting services out of a commercial grade (Tier 3) data center in Houston, TX.

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

As an industry leader in fleet management and technology related solutions, Chevin and FleetWave provide comprehensive fleet management functionality in all categories and subcategories requested by NJPA. However, if we were to rank these subcategories based upon our existing client's uptake and usage of these broad capabilities in their individual fleets, we would rank this positioning accordingly:

1. Fleet Management Information Systems
2. Fuel Management
3. Fleet Sharing – Equipment and Motor Pool
4. Telematics

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

Unlike competitive offerings, Chevin's products are purposely designed using open architectures to support integration to almost any internal or external system, vendor or third party technologies. Chevin has vast experience providing fully integrated solutions and has individual clients that have integrate our scalable solutions with only one external system with one client integrating our software with more than 40 internal/external systems! There is no provider within this industry that has more experience with system integration than Chevin.

As the industry's only asset-centric enterprise fleet management solution provider, FleetWave captures and consolidates complete financial and asset details from unlimited internal as well as external systems as well as third party data sources. Using uniquely defined interface routines that leverage client specific business rules and coding methodologies, our solutions can electronically validate and process comprehensive financial, HR, fixed asset, fuel and billing as well as accident and driver details and automatically generate detailed transaction records within the application to capture and consolidate all costs, allocations, fuel, maintenance and stock procurement details at the asset, department as well as driver level. Having integrated with every major ERP and financial system, middleware, imaging and legacy applications as well as countless external service providers such as equipment manufacturers, National Accounts and most major outsourced service providers, Chevin has the proven credentials and experience to confidently support any integration strategy an NJPA member might want to consider. Additionally, with decades of fleet management experience, we have the credentials and capabilities to help our clients determine and document the real world value (in financial and process improvement terms) of any potential system integration to ensure a meaningful and rapid return on investment.

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

Chevin provides a single level of comprehensive client support as part of its customer-centric philosophy. Clients that avail themselves of Chevin's Support Agreements receive unlimited telephone, web-based and email access to Chevin's help desk and can access 24-hour issue logging to directly report any issues that may arise. Chevin's software support agreement also includes all version upgrades, patches and fixes as they become available. Chevin supports all of our clients with the following systems based in our North American headquarters in Fitchburg, Massachusetts:

Chevin Help Desk

Chevin clients can call our central help desk to speak with our highly trained Help Desk staff between the hours of 8:00 AM to 5:30 PM EST Monday through Friday. The vast majority of all customer inquiries are answered or resolved on the initial call. Should the matter require additional Chevin resources, the logged call will be assigned directly to a Support Representative that will manage the issue resolution methodology including call routing, progress updating, follow-up, and final resolution. For off-hours support Help Desk staff can be accessed through our answering service.

Chevin Web Based Support

The Chevin Web Help Desk provides our clients with uninterrupted access, via the Chevin web site, to a web based issue logging tool that allows users full access to their organization's queries 24/7/365. Clients can access specific queries by log number, or report on previous submitted open/closed queries.

For even faster resolution of non-business hour queries, the Chevin Web Help Desk offers a web based on-line query logging facility. Customers can record both high level and detailed information using this on-line query logging facility. The queries are then routed directly to a Service Representative for rapid review and resolution.

In addition, the Chevin Web Help Desk provides a 24x7 knowledge base that grants Chevin customers access to a library of on-line information for self-resolution of issues. The Chevin Web Help Desk knowledge base provides a wealth of information including:

- Product change requests submitted by the Chevin User community
- Details on current and upcoming product and/or maintenance releases
- Commonly asked Questions and Answers
- And much, much more...

Remote Diagnostic Support

With the client's consent, Chevin can remotely access the client's solutions and provide remote diagnostic services at no additional cost. Chevin uses remote access capabilities as well as online meeting tools such as WebEx to provide this powerful support service.

And lastly, all Chevin clients have remote access to the Chevin Academy, an online database of video content and training materials

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

Chevin's fleet management solutions are highly adaptable to serve the unique business requirements of our clients across North America and around the world. Chevin's enterprise fleet management solution is the only fleet software available that provides **totally flexible screen design and data capture capabilities**. As a result, Chevin's software provides a "customized" application that meets each of our client's specific functional and data retention requirements today without the need for lengthy and costly development. Additionally, as our client's business requirements change and evolve, the standard screen design capabilities within our solution allow for easy modification and/or additions to the application, providing a flexible tool that can change and evolve as the organizations business requirements dictate. All of Chevin's additional product offerings from our telematics solution to our motor pool or even remote offline data collection tools, like our software, is designed with flexibility in mind and offers complete configurability allowing us to tailor our solution to provide our clients with just the right amount of functionality to meet the specific requirements without overloading users with unnecessary complexity.

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

Chevin's fleet management solutions' unique architecture and robust multi-level security protocols control access to every table, form and field within our tools and easily meets a governmental or university's stringent security

requirements. All of our software's security functionality is held and managed directly from within the application allowing our client's to establish user profiles by agency, division, department or individual, role and/or responsibility and automatically leverage these profiles across every aspect of the application from credentialing to the specific presentation of data from the home page to the field level without limitation. Our software further meets the stringent security requirements of governmental organizations with its ability to "keyword" access to any data maintained within the software to support proprietary data restriction without limitation (such as covert or secret data). Of course this comprehensive administrative functionality leverages the applications capability to support complex organizational hierarchy's, so that all application presentation is further stratified to reflect appropriate access and reporting capabilities necessary for diverse organizations such as the NJPA membership.

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

Chevin utilizes the latest technologies to support data security while in transit including HTTPS and SFTP for all data transmission and file transfers and maintains in our dedicated cloud environment client specific virtualized instances for each client served to ensure that data that is always secure at-rest in our host facility.

Unlike many companies in the industry that offer hosting services, Chevin's cloud service leverages two fully-redundant data centers in Houston, Texas and Seattle, Washington. Our infrastructure is privately collocated in Internap facilities, a provider of enterprise, commercial data centers and global broadband services. Our data centers boast commercial-grade security measures, power, and environmental controls. Some of their key features include:

- **Physical Security**
 - 24 x 7 on-site security guards
 - Biometric palm scan required to enter facility
 - Photo ID security access cards required to enter facility
 - 24 x 7 closed-circuit video Monitoring and logging with backup SSD storage
- **Environmental Controls**
 - Temperature of 72 degrees +/- 6 degrees; Humidity at 50% +/- 10%
 - Dry-piped, double-interlocked, pre-action fire protection system
- **Facility Power**
 - N+1 electrical design and distribution, including redundant UPS and battery backup
 - Automatic Transfer Switches ensure smooth transition to backup power
 - 24-hour multi-generator backup
 - 99.999% power availability

Additionally, our data centers are equipped with redundant, high capacity data lines that ensure applications and resources perform exceptionally and are always available when you need them. Some of the key features of our network include:

- **Wide Area Network (WAN) Features**
 - Multiple OC-192 (10 Gbps) facility network connectivity provided by Level(3)
 - Houston DC - Connections to Dallas, San Antonio, and New Orleans
 - Seattle DC - Connections to Portland and Salt Lake City
 - Multiple routing point's in-out of data centers for applications and data via Internap and dedicated Cogent pipe.

Virtualization

Chevin's cloud delivers enterprise-class security and computing by leveraging technologies from industry leading solution providers, such as Cisco, VMware, Microsoft, Brocade, Dell and Hitachi. At the core of our cloud computing environment is our virtualized server ecosystem powered by Dell servers and Hitachi SAN stack (physical host) and VMware's virtualization software, which allows us to shed the traditional computing model of physically tying operating systems to hardware.

This approach allows Chevin to dynamically deploy additional memory, processing, and storage resources without downtime or disruption of service. Moreover, virtualization also provides Chevin with the ability to dynamically "move" servers between hosts to perform maintenance or address technical issues without interrupting customer operations.

Data Protection

Chevin employs multiple layers of redundancy to protect customer data and ensure the high availability of its cloud services. Some of the core protections are highlighted below.

Layer 1 – Hardware redundancy: Our virtualization hosts utilize a Hitachi SAN with dedicated LUNs to isolate Chevin's VMs and provide additional security. Additionally, the SAN disks are configured in a RAID 10 to provide the highest level of performance and fault tolerance available.

Layer 2 - Physical Server Failover: Chevin utilizes VMs powered by VMware's vSphere 6 and VMware's High Availability (HA) enterprise solutions. Virtualization also allows us to increase system availability by utilizing VMware's VMotion HA technology, which allows the image of the virtual machine to be automatically moved (failed over) from one physical host to another within the same ecosystem, without interruption to service.

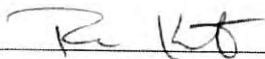
Layer 3 – Dedicated SQL Environment: Chevin leverages a bare-metal, dedicated SQL Server 2014 environment with 15K RPM SFF SAS drives configured with RAID-5, which provides proven performance and redundancy.

Layer 4 – Data Backups: Customer data, applications, and VMs are backed up daily to a redundant network attached (NAS) storage solution.

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

As detailed above, Chevin's fleet management solutions' unique architecture and robust multi-level security protocols control access to every table, form and field within our tools. With most competitive technologies, access is granted based upon a unique user profile or by a role assigned to a user or profile. Chevin is the only technology provider in the fleet sector whose applications further support up to 12 levels of organizational hierarchy and leverages this hierarchy to further manipulate the presentation, permissions and privileges based not just upon the user's role, but also where that user exists within an organization. As a result, users not only are granted access based upon this relationship, but the entire user experience is seamlessly rendered to only reflect what the user needs to access based upon these relationships. As a result of this unique capability and the web based architecture of our technology, our solutions can be quickly and easily deployed to unlimited remote users, departments or external users whether the user community is only a few users to tens of thousands of users.

Signature: _____



Date: 2/13/2017

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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:

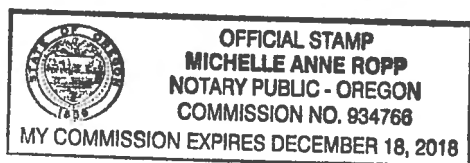
1/6/2017

State of Oregon
County of Multnomah

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

Nick Bjork

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)

[Publish](#)

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- [Categories](#)
- [Documents](#)
- [Courtesy email](#)
- [Preview](#)

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

[Add a row](#)

Tender Instructions (will appear in abstract and online bidding)

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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

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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


EXHIBIT 1
EXHIBIT A


No Documents for this bid


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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.

Pre-Proposal Conference: February 1, 2017 at 10:00 am CT
Sealed proposals due: February 22, 2017 at 4:30 pm CT

Proposals will be publicly opened: February 23, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
National Joint Powers Alliance:
Attn: Contracts and Compliance Department
202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

RFP Document Request Form (this will redirect you to a page to download the documents):

- Vendor Name *
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- Contact Number *
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EXHIBIT 1
EXHIBIT A

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Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

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DATE

1/5/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

2188945483

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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

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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.

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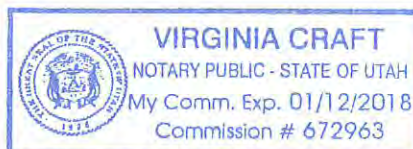
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BY ANN DARTNELL



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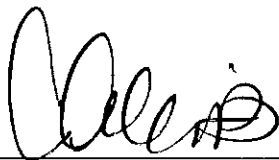
Personally appeared before me, Allison Branham, Sales Operations Supervisor of THE STATE, and makes oath that the advertisement,

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

Karen L. Book 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
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EXHIBIT A
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.
2893200

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."

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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

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- ACROSS
- 1 "Better Call ____" ("Breaking Bad" spinoff)
 - 5 Slinky's shape
 - 9 Music licensing org.
 - 14 Event with booths, for short
 - 15 Guesstimate phrase
 - 16 Cello's smaller cousin
 - 17 It may elicit a "Whew!"
 - 19 Earth's longest mountain range
 - 20 Campground support
 - 21 Collection of abridged works
 - 22 Ripken Jr. in Cooperstown
 - 23 Fly off the shelves
 - 24 Opera troupe member
 - 28 Pained cry, in comics
 - 30 At all times
 - 34 Real thing
 - 36 Pledge of Allegiance ending
 - 37 South Pacific nation
 - 38 World Cup announcer's shout
 - 39 Hopelessly confused
 - 41 Completed, as cupcakes
 - 42 Razor feature
 - 43 Hand-wringer's word
 - 44 Elsa's frozen home, in "Frozen"
 - 46 Archie or Jughead
 - 47 Approves silently
 - 49 Clorets
 - 50 Wearing journey
 - 52 Favorable factor
 - 54 Soda shop order
 - 57 Loses potency, like a painkiller
 - 62 Follows orders
 - 63 Knight's flexible garb
- 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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69

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64 Grabbed some shut-eye

65 ____ yesterday (naive)

66 "How horrible!"

67 Toast starter, often

68 Lippy language

69 ____ ho (enthusiastic)

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

54 Dance violently

55 Well-qualified

56 Villainous glance

57 Oater "Halt!"

58 Skyline obscurer

59 Pearl Harbor's island

60 Sawyer's pal

61 Beat with a belt, say

63 "NCIS" network

Thursday's Answer

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

Answers: Call 1-900-988-8300, 99 cents a minute; or, with a credit card, 1-800-320-4280. 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 THURSH HARSH HUSH HIGH HASH / TIC TAC TOE / SESAME STREET / ORSON WELLES / OCEAN CANOE

QUICKCROSS

By John Wilmes

Piece of ____

Leave out

Peace of ____

Supplements

Unconscious state

Surrounded by

Type

LAX postings

FOUL ANNA CITY ENOS

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SUDOKU

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

7 4 9 5 1 6 4 3 7 3 1 3 6 2 3 5 4 9 1 3 7 5 2

1/6

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UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt

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

Thursday's Answer

CURIOUS GEORGE JEFFERSON AIRPLANE PILOT LIGHT UP ELEVATOR

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TXTPERT

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

Today's theme Literary terms

1 a.o 2 abc 3 def 4 ghi 5 jkl 6 mno 7 pqr 8 tuv 9 wxyz

Use the phone keypad to decode the clues. For example: 2 could be cA, B or C...and 5678 could be LCST

Yesterday's solution

B A C T E R I A R O R G A N I S M N U G A N S I P C M T I I H S K I N T S W E A T

DON'T QUOTE ME

Hungarian psychologist Thomas Szasz talks about emotions.

Rearrange the words to complete the quote. BOREDOM EVERYTHING FEELING NOTHING SERENITY TIME WASTE

____ IS THE ____ THAT ____ IS A ____ OF ____; ____, THAT ____ IS.

Thursday's Answer: "If the only tool you have is a hammer, you are sure to see every problem as a nail." - Abraham Maslow

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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:

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RFPs were requested by and distributed to:

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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. Lytx 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.

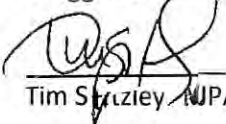

Chris Robinson, JD, Procurement Manager


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



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.

TABLE OF CONTENTS

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

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #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: _____

**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
- ☐ 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	311	317	317
Financial, Industry and Marketplace Successes	75	59	62	60	58	62	56	57	60	57	61	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	313	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	62
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	144
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

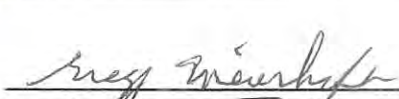
Possible Points	Routeware, Inc.	Seon Systems Sales Inc. dba Fleetmind Solutions	SkyHawk Telematics	SmartDrive Systems, Inc.	Synovia Solutions, LLC	Syn-tech Systems, Inc.	Trak Engineering, Inc.	Utilimarc Inc.	Veracity Wireless Inc. dba FieldLogix	WEX Inc.	Zonar Systems, Inc.
Conformance to Terms/ Conditions 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	8.5

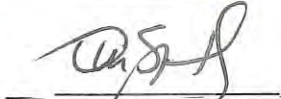

Ginger Line, CPPB, NJPA


Keith Hanson, CPA, NJPA


Kim Austin, NJPA


Chris Robinson, JD, NJPA


Gregg Meierhofer, CPPO, NJPA


Tim Spitzley, NJPA

www.njpacoop.org



Proposal Opening Witness

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

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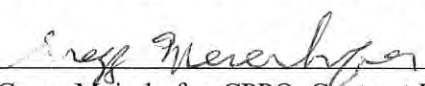
Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.


WITNESSES:

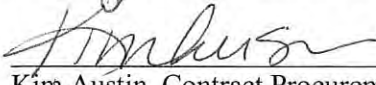

Jonathan Yahn, Contacts and Compliance Manager, NJPA



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

**EXHIBIT B
INSURANCE REQUIREMENTS
(NOT APPLICABLE)**

EXHIBIT C

chevin

Statement of Work

City of Stockton

Professional Services

Date: 17th May 2021



1 TABLE OF CONTENTS

2	Distribution & Review History	3
3	Document Purpose	4
4	Executive Summary	4
4.1	<i>Proposed Resources</i>	4
4.2	<i>Total Investment Estimate</i>	4
4.3	<i>Payment Schedule</i>	4
5	The Works	5
5.1	<i>Scope and Deliverables</i>	5
5.2	<i>Configuration Management</i>	8
5.3	<i>Resources & Responsibilities</i>	9
6	Timing	12
6.1	<i>Start Date</i>	12
6.2	<i>Term</i>	12
6.3	<i>Validity</i>	12
6.4	<i>Post Go Live Hyper-Care Period</i>	12
7	Costs	13
8	Known Risks and Assumptions	14
8.1	<i>Risks</i>	14
8.2	<i>Assumptions</i>	14
9	Client Obligations	14
9.1	<i>Client Materials</i>	14
9.2	<i>Reasonable Notice</i>	15
9.3	<i>Chargeable Expenses</i>	15
9.4	<i>Meetings and Workshops</i>	15
9.5	<i>Harassment, Bullying and Discrimination</i>	15
10	Consultant Company Obligations	16
10.1	<i>Mandatory Training and Background Checks</i>	16
10.2	<i>Consistency of Resources</i>	16
10.3	<i>Use of Subcontractors</i>	16



11	Project Onboarding	16
11.1	<i>Agreed Systems/Tools</i>	16
12	Milestones, Deliverables, and Payment Schedule	16
13	Commercial Standard Terms and Conditions	17
14	Unsocial Hours and Weekends	18
15	Approvals	19
16	Appendices	20
17	Appendix 1 Project Costs including travel and Expense	20
18	Appendix 2 Definitions/Acronyms	21



2 DISTRIBUTION & REVIEW HISTORY

Change Record

Date	Version	Editor	Change Reference
14 th May 2021	1	John Davis, VP Strategic Services	Document Creation

Reviewers

Name	Company	Position



3 DOCUMENT PURPOSE

This Statement of Work (SoW) outlines the scope of services required for Chevin Fleet Management "Chevin" to provide software implementation services to City of Stockton (hereinafter referred to as "Client"). Chevin will perform in accordance with this SoW.

When mutually executed for implementation, this SoW becomes contractually binding on Chevin and the Client under the terms and conditions of the Master Subscription Agreement (MSA).

Upon acceptance by both Chevin and Client, any changes or modifications to the SoW will be subject to Change Control with all changes agreed with Client in writing and documented in line with the Change Management Plan (which will be established during the planning phase).

This SoW is independent of any license agreements.

4 EXECUTIVE SUMMARY

This document outlines the role of Chevin Fleet Solutions in providing consultancy services in the delivery of FleetWave (fleet management software). The provision of these resources is to satisfy the estimated scope of work in line with client requirements (see 'The Works' section).

4.1 PROPOSED RESOURCES

Chevin will assign the following resources to the project:

- Project Manager
- Business Consultant
- Implementation Consultant

4.2 TOTAL INVESTMENT ESTIMATE

Total Estimate = \$24,000

4.3 PAYMENT SCHEDULE

To be charged monthly on a "days as used basis" as the projects progresses.



5 THE WORKS

The section provides details on the deliverables that are covered by this SoW and the resources that will be provided to deliver them. For completeness, any items which are specifically out of scope are called out for total clarity.

5.1 SCOPE AND DELIVERABLES

5.1.1 In Scope

5.1.1.1 System Deliverables

Chevin have reviewed the Client's requirements in determining the scope of this SoW, which has been identified as below. This scope is based on Chevin's understanding of activity carried out during the procurement phase (e.g., system demos, RFP's, conversations, etc.) and represents our interpretation of this activity. This section supersedes any prior documentation, and the client should therefore pay particular attention to ensuring that this accurately reflects requirements and expectations.

Requirement	Notes & Assumptions	Est Days	Config	BA	PM
Implement FleetWave Advanced	Chevin will provide standard data loaders. Client will be responsible for extracting and normalizing data and populating data loaders provided. Chevin will act as a consultant to determine appropriate tables and fields for data elements and assist with any questions or issues during data load. FleetWave Forms and HUB will be installed There are no reports, processes, custom forms, or integrations required other than those referenced in this Statement of Work.	6.00	3.00	0.00	3.00
EJ Ward	Transactional data will be provided daily in a flat file csv format and will contain only fuel transaction data including but not limited to (Vehicle#, Transaction Date, Amount, Price per unit, Total cost, fuel type, meter reading). File will be available at a time tbd for	2.00	1.00	0.50	0.50



	FleetWave to retrieve and process.				
Geotab	Odometer readings will be provided once per day in a flat file csv format for import into the FleetWave system. File will contain Vehicle#, Meter Date, Meter Reading, Meter units (Miles, Hours, Cycles...). File will be available at a time tbd on an sftp site for FleetWave to retrieve and process.	2.00	1.00	0.50	0.50
Munis - Vehicle Export	FleetWave will generate an export file daily at a time tbd in a flat file csv format of up to ten data elements stored on the Vehicle table. File will be transferred to an ftp site for Munis to retrieve and process	1.00	0.50	0.50	0.00
Munis - Stock Inventory Import	Stock data from Munis will be available in a flat file csv format on an ftp site once per day at a time tbd. FleetWave will retrieve and process the file each day and overwrite the Stock Header, Detail, and Depot tables with data provided as Munis is the system of record for Stock.	2.75	2.00	0.50	0.25
Munis - Work Order Export	FleetWave will generate an export file daily at a time tbd in a flat file csv format of up to ten data elements stored on the Work Order/Work Order Details tables. File will be transferred to an ftp site for Munis to retrieve and process. Fields required for Munis are not currently known, but likely to include (Vehicle#, Job number, Date, Job status,	1.25	0.50	0.50	0.25



	Job reason, Parts cost. Commercial cost, Total cost)				
--	---	--	--	--	--

This SoW covers the professional service days to configure the licensed program(s) to deliver the above functionality.



5.1.1.2 Other Project Artefacts

Project Management Artefacts

- Setting Up Your FleetWave System (Slide Deck)
- Data loader templates

Out of Scope

Anything not addressed in this SoW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the Change Management Plan (established during the plan phase of the project).

Specifically, out of scope is:

- Any work not explicitly defined in section 5.1.1.1 “System DeliverablesIn Scope”
- Production of any documentation not listed in the ‘In Scope’ section of this document (or in other documents referenced from it).
- Configuration of the licensed program(s) over and above what is specified in the in-scope section above.
- Migration of images, pictures, or other attachments unless specifically addressed in the System Deliverables section of the Statement of Work.

5.2 CONFIGURATION MANAGEMENT

5.2.1 Managing Bespoke Configurations

Chevin can only carry out regression testing on the base/out of the box systems for each code release. This is because the base systems are documented and subject to automation testing. As soon as a system deviates from the base configuration, Chevin can no longer automatically test the bespoke elements introduced to that system.

The work completed under this SoW has an impact on the “business as usual” life of the system once it is in production and the project is closed. The rules of engagement in the ongoing management of bespoke systems which move away from the base configurations is set out below.

- The starting point for all implementations will be the base/out of the box versions of Chevin’s systems.
- Chevin carry out automation testing on the base/out of the box configurations of their systems.
- Clients are responsible for ongoing testing of any custom development or configurations.



5.3 RESOURCES & RESPONSIBILITIES

5.3.1 Chevin

This section outlines the resources (roles) that Chevin may assign to the project and the specific activities that each will carry out to produce the deliverables of this SoW. Only those roles required for delivery of the project will be assigned.

▪ **Chevin will provide a:**

• **Project Manager to:**

- Conduct the kick-off meeting with the client, obtaining information required to produce the project artefacts listed in the objectives/scope section of this SoW.
- Manage the project according to Chevin's Project methodology.
- Document the specific details of how *this* project will be managed utilizing Chevin's standard set of project artefacts and obtain agreement and sign off from the client.
- Present status of the schedule to the client on a weekly basis (or as agreed in the Communications Management Plan).
- Arrange any calls, meetings etc. that are required to keep the project on track and facilitate where required.
- Secure Chevin resources to the project according to the project timetable.
- Review and approve (or challenge) the time spent by Chevin staff on the project, ensuring accurate timesheets are maintained.
- Present the project to the Chevin Gate Review Board at phase gateways to obtain authorization for the project to move to the next phase.
- Act as primary contact for the Chevin project team.
- Actively monitor risks and issues and report these to the client as they occur.
- Carry out escalations as required, in line with the Communications Management Plan.
- Manage the project budget in terms of internal costs to Chevin as well as costs to the client, notifying relevant parties of any changes in line with the Change Management Plan.
- Maintain an accurate Project Schedule in Microsoft Project and share this with stakeholders in the form of high-level milestones on a weekly basis.
- Develop necessary change documents for client approval.

• **Business Analyst to:**

- Be responsible for leading application configuration workshops to elicit requirement details to enable the configuration of Chevin's software products according to Chevin identified best practice.
- Produce design documentation if required for items outlined in the deliverables section.
- Facilitate knowledge transfer to the Client Project Team.
- Work with client's business users and project team to identify and document configuration and technical requirements.
- Provide FleetWave application expert advice and guidance.
- Provide business best practice advice and guidance.



- **Implementation Consultant to:**

- Review proposed solutions at the design phase and identify areas for simplification and reuse of existing functionality.
- Provide estimates on implementation work as required.
- Configure systems from Functional and Technical Specifications, using WYSIWYG editors and knowledge of SQL, HTML and JavaScript.
- Carry out unit testing against Functional and Technical specifications.
- Lead sprint demos to show the Client how the system build is progressing.
- Ensure that all systems are delivered with a clean, maintainable, and easy to understand configuration.
- Provide significant in-depth knowledge and experience on Chevin's range of products and platforms.

5.3.2 Client

This section outlines the responsibilities of the client in aiding Chevin in the provision of the deliverables of this SoW:

- **CLIENT will:**

- Own the project and assign a **Project Manager** to:
 - Manage the project.
 - Act as primary project contact for the Chevin project team.
 - Work with the Chevin Project Manager to ensure that a 'united front' between both organizations is presented to interested parties both internal and external to the project.
 - Manage Client stakeholder engagement.
 - Be responsible for communicating overall project status and any scope, schedule, or budget changes to the relevant Client stakeholders.
 - Submit changes to Executive Sponsor for approval and signature as per the Change Management Plan.
 - Participate in requirements gathering sessions to ensure scope is correctly set according to the contract.
 - Actively manage the scope of the project throughout the full life cycle.
 - Coordinate timely provision of relevant purchase orders and on time payment of any invoices.
 - Fulfill other roles as needed to achieve successful project implementation.
 - Ensure that relevant **End Users/SME's** are available to the project to:
 - Attend design workshops and elaborate contractual requirements to allow Chevin BA's to produce relevant design phase documents, via:
 - Providing current business process knowledge and experience.
 - Defining and agreeing future business processes in collaboration with Chevin.
 - Providing sign off on any specifications for deliverables which they have been identified as the owner of.
 - Produce training/help material and conduct Client training sessions.
 - Work with the Chevin consultants to obtain FleetWave knowledge and expertise during the knowledge transfer process.
 - Test the system, providing ultimate sign off/acceptance for deliverables that they have been identified as the owner of.



- Provide **Executive Sponsorship** to:
 - Drive the vision and objectives for the engagement.
 - Be present at executive steering committees.
 - Take appropriate action in the event of an escalation.
- Provide other **Relevant Resources as Needed** to carry out the following activities:
 - Develop test plans.
 - Extract, and cleanse data from existing systems and otherwise prepare this for import into Chevin's system.
 - Facilitate Client infrastructure set up and install of Chevin's systems on that infrastructure, on self-hosted installations.
 - Develop a training plan.
 - Develop training materials.
 - Train end users.
 - Act as super users to provide first line support once the system is transitioned into support mode, after the project has been completed and closed.
- Sign this statement in work with sufficient lead time to start the project according to the agreed timeline.
- Provide sign-off to indicate acceptance of the completion of each project phase and approval for the project to proceed to the next phase.



6 TIMING

6.1 START DATE

- Upon confirmation from the Client to proceed and if required the receipt of an accompanying Purchase Order or equivalent authorization, a provisional start date will be agreed in writing.
- Chevin will confirm the start date and appointed resources upon signature of the Master Subscription Agreement, this Statement of Work, and the acceptance of a sales invoice for the first payment.
- Any start date provided *in advance of the above conditions being met* should be treated as purely indicative on the date that it was given and subject to any degree of change thereafter.

6.2 TERM

- This Statement of Work will expire when the Client has signed an End Stage report for the 'Close' phase of the project, validating completion of the deliverables.

6.3 VALIDITY

- This statement of work is valid 30 days from the date of issue.

6.4 POST GO LIVE HYPER-CARE PERIOD

- The project team will support the project a two-week period after the go live date, after which point the project will handed over to the support team.
- Once the hyper-care period is over, no new issues will be accepted by the project team as these will be raised directly with Support.
- The project team will continue to own any defects reported during the hyper-care period until they are resolved.



7 COSTS

The below costs are estimated. The estimates are based upon Chevin's knowledge at the time of producing the Statement of Work and on Chevin's experience of conducting similar work in the past. The estimates are provided in good faith.

Chevin will notify the Client immediately if a change of scope from this estimate is identified and any variance will be subject to change control. The Chevin Project Manager will work closely with the Client's Project Manager to manage scheduled deliverables and monitor planned vs. actual work.

Description	Days	Rate	Total Estimated Cost
Project Management	8	\$1,600	\$12,800
Business Consultation	2.5	\$1,600	\$4,000
Implementation	4.5	\$1,600	\$7,200
Total	15		\$24,000



8 KNOWN RISKS AND ASSUMPTIONS

8.1 RISKS

- Unexpected changes to the scope set out in this SoW.
- Client is unable to provide sufficient resources to fulfill the responsibilities set out elsewhere in this document.
- Ineffective or incomplete stakeholder management may result in difficulties in rolling out the new software and ensuring its adoption by end users.
- Lack of the correct level of executive sponsorship for the project.

8.2 ASSUMPTIONS

- It is assumed that licenses for the software will be procured by The Client, outside of the scope of this SoW.
- Where functionality is described as 'standard' in 'The Works' section, this functionality will satisfy the Client's expressed requirements. Chevin has assessed the Client's requirements in detail and based on the information provided in these requirements, we believe this is a reasonable assumption. Any functionality which is not available 'out of the box' has been called out specifically in 'The Works'. The Client is encouraged to do due diligence to ensure out of the box functionality does indeed meet their requirements.
- The Client will be able to work with Chevin's software development and delivery processes unless an exception has been explicitly agreed to in this SoW. Any working practices which require Chevin to move away from their standard process may either be not possible, or subject to the additional charges under the change management process.
 - This includes the use of Chevin's instance of their chosen software tools (e.g., Jira) over the client's own instances.
- If relevant, it is assumed that any integrations which are being provided (and specifically referred to in 'The Works' section of this document) as out of the box functionality will be compatible with existing functionality. E.G., the file format provided by a third-party supplier will be the same as the format that Chevin's systems have been designed to consume.

9 CLIENT OBLIGATIONS

The below section provides further rules of engagement for the Client, over and above the responsibilities listed in the 'Resources and Responsibilities' section.

9.1 CLIENT MATERIALS

- The Client agrees to provide accurate and complete documentation, data, diagrams, process maps and other relevant documentation upon request.



9.2 REASONABLE NOTICE

- The Client will give at least 2 working days' notice for in-person meetings.
- Unless there are exceptional circumstances such as illness, travel disruption, emergency or parental leave, a minimum of 24 hours' notice is required for cancellations to previously scheduled in-person meetings where attendees have had to travel for more than 1 hour.

9.3 CHARGEABLE EXPENSES

- The Client will reimburse Chevin in full for reasonable expenses incurred in performing the Works.
- Expenses incurred are subject to the Chevin expenses policy, available on request.
- The Client will reimburse Chevin in full for Visa, security clearance and background check fees where they have been specifically requested to perform the Works.
- Approved expenses will be included on a separate monthly invoice with an accompanying report detailing the breakdown of expenses.
- Chevin agrees to provide supporting documentation such as receipts and invoices for reasonable expenses on request.

9.4 MEETINGS AND WORKSHOPS

- No more than 12 hours of workshops may be scheduled for a single week, to allow for preparation, thinking time and other obligations for representatives of either party.
- Where meetings have been mutually agreed, SMEs will make every effort to attend on time.
- Whilst Chevin acknowledges that more urgent matters may arise throughout the course of the project, the Client stakeholders will prioritize project meetings or reschedule with the appropriate level of reasonable notice.
- Both parties agree to devote time and attention to the meetings in attendance.
- Each workshop will have no more than 10 representatives from the Client, to ensure maximum productivity.
- Unless otherwise agreed, meetings and workshops may be scheduled to start no earlier than 10am, to allow for parental obligations, travel disruption and delays as a result of compliance with health and safety obligations.

9.5 HARASSMENT, BULLYING AND DISCRIMINATION

- Both Chevin and the Client's representatives agree to operate in line with the Client's and Chevin's Harassment & Bullying and Equality policies. These are available on request.
- Both Chevin and the Client agree to investigate allegations of harassment, bullying and discriminatory behavior where there are complaints under the Client's and Chevin's Harassment and Bullying, and Equality policies.
- Both Chevin and the Client agree to take appropriate action in response to the outcome of an investigation, which may include, and is not limited to, removing stakeholders from the project, or acting under its Disciplinary procedure.



10 CONSULTANT COMPANY OBLIGATIONS

This section details additional obligations on Chevin, over and above those listed in the 'Resources and Responsibilities' section.

10.1 MANDATORY TRAINING AND BACKGROUND CHECKS

- Chevin agrees to conduct reasonable background checks if requested by the Client, such background checks to be defined by the Client.
- Chevin agrees to apply for security clearance if requested by the Client, the levels to be defined by the Client.

10.2 CONSISTENCY OF RESOURCES

- Where possible, Chevin will endeavor to retain a consistent team on the project. However, due to external factors, this will not always be possible.
- Chevin will notify the Client at the earliest opportunity where changes to the team are necessary and unavoidable.
- Where resources must be changed, Chevin will ensure that an adequate handover is completed.

10.3 USE OF SUBCONTRACTORS

- Subcontractors will be engaged at the discretion of Chevin, when such an arrangement is mutually beneficial for the Client, Chevin, and the project as a whole.
- Chevin is committed to paying subcontractors on time to prevent risk to the engagement, subject to the prompt payment of invoices issued for the Works.

11 PROJECT ONBOARDING

11.1 AGREED SYSTEMS/TOOLS

The below systems/tools must be used to allow Chevin to follow their delivery process. Further details will be agreed in the Communications Management Plan produced collaboratively during the plan phase.

Tool	Owner	Purpose
Jira	Chevin	Task management
Case Complete	Chevin	Requirements management/use case authoring
Requirememts.cc	Chevin	Online portal for specification feedback and approval
Microsoft Project	Chevin	Project Planning

12 MILESTONES, DELIVERABLES, AND PAYMENT SCHEDULE

To be charged monthly on a "days as used basis" as the projects progresses.



13 COMMERCIAL STANDARD TERMS AND CONDITIONS

- All prices shown net i.e., exclude Sales Tax.
- Terms of this quotation are based upon current Master Services Agreement.
- This proposal is offered on a **Time & Materials** basis.
- This proposal **excludes** expenses.
- Payment Terms are monthly in arrears of delivered consultancy.
- Annual maintenance is payable on install and thereafter annually in advance.
- Annual maintenance will be indexed in accordance with current support and maintenance agreements.
- This proposal is valid for 30 days.
- Cancellations or deferments of Professional Services made 11 to 15 working days in advance of the planned start date will be subject to a charge of 50% of the estimated services, and cancellations or deferments made 10 working days or less in advance of the planned start date will be subject to a charge of 100% of the estimated services. Chevin will use reasonable endeavors to redeploy the Professional Services personnel affected and will only charge the fee if it is unable to redeploy such personnel on other chargeable work.



14 UNSOCIAL HOURS AND WEEKENDS

The above rates apply to standard weekday work between 09:00 and 17:00. Below is the table of charge multiples for unsocial hours including weekends and public holidays. Any charges as referenced below will be agreed in advance and in writing.

	Mon – Fri	Saturday	Sunday and Public Holidays
9am to 5pm	–	x1.5	x2
5pm to midnight	x1.5	x2	x2.5
Midnight to 9am	X2	x2.5	x2.5



15 APPROVALS

IN WITNESS WHEREOF, the parties have executed this Statement of Work on the date or dates indicated below to be effective in accordance with this SoW.

Chevin

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____



16 APPENDICES

17 APPENDIX 1 PROJECT COSTS INCLUDING TRAVEL AND EXPENSE

Out of Pocket travel and expenses incurred by the Chevin Project Team will be re-charged to the Client at cost according to Chevin's Travel and Expense policy which is available on request.

Time and Materials Estimate. Unless this Statement of Work expressly states that it is a fixed-price Statement of Work, this is time-and-materials Statement of Work, and any amounts described are solely good-faith estimates for Client's budgeting and Chevin's resource-scheduling purposes and are not a guarantee that the work will be completed for such amounts; the actual amounts may be higher or lower. Chevin will provide accumulated hours upon request. It is the responsibility of the client to track budget and communicate both internally and with Chevin as required to support the project.

Unless otherwise stated in this SoW, fees (including Expenses) associated with this statement of work will be billed monthly on a time and material basis, with terms of Net 30 days.

Scope of Work. Any scope of work described in this Statement of Work covers requirements documented during a scoping process conducted by the parties and is limited to the deliverables specified in this Statement of Work. Such scope does not cover conversations or product demonstrations that took place outside of this formal scoping process. Any requests by that are outside the scope specified in this Statement of Work will be subject to the parties' signature of a change order.

Cooperation. Client will cooperate reasonably and in good faith with Chevin in Chevin's performance of consulting services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Chevin to perform its obligations under this Statement of Work, (b) timely delivering any materials and other obligations required under this Statement of Work, (c) timely responding to Chevin's inquiries related to the consulting services, (d) assigning an internal project manager for this Statement of Work to serve as a primary point of contact for Chevin, (e) actively participating in scheduled project meetings, (f) providing in a timely manner and at no charge to Chevin access to Clients appropriate and knowledgeable employees and agents and coordination of onsite, online and telephonic meetings all as reasonably required by Chevin and (g) providing complete, accurate and timely information, data and feedback all as reasonably required.

Time Management. Both Chevin and Client realize that Chevin's time spent in connection with this Statement of Work will incur fees, and Client and Chevin will therefore endeavor to manage the use of each other's time in a reasonable and effective manner.

Delays. Any delays in the performance of consulting services or delivery of deliverables caused by Client may result in additional charges for resource time. Chevin may terminate this Statement of Work upon 15 days written notice to Client if such delay renders Chevin unable to perform the consulting services for a period of more than 30 days.

Client may terminate this Statement of Work at any time for convenience upon 15 days written notice to Chevin. Upon such termination, Client will pay any unpaid fees and expenses incurred up to the termination date.



18 APPENDIX 2 DEFINITIONS/ACRONYMS

Acronyms

The following acronyms are used throughout this Statement of Work:

“Client” is the customer Chevin is engaging.

“SoW” is “Statement of Work”.

“UAT” is User Acceptance Testing.

Definitions

Terms used in this document shall have following meanings:

Acceptance of Deliverable is written notification from Client to Chevin, signed by the responsible Client Program Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each Deliverable.

Deliverables are any materials procured or prepared by Consultant or services provided by Consultant to Client.



Address 347 Lunenburg St
Fitchburg, Mass 01420
United States

Created Date 9/21/2021
Expiration Date 06/01/2022
Quote Number 00000267

Prepared By Brendan Doolan
Email brendan.doolan@chevinfleet.com

Contact Name Alanna Bindi
Phone (209) 937-7416
Email alanna.bindi@stocktonca.gov

Bill To Name City of Stockton
Bill To Public Works
1465 South Lincoln St
Stockton CA, 95206
United States

Ship To Name City of Stockton

Product	Quantity	Sales Price	Subtotal	Total Price
Advanced VPB 0-500	500.00	USD 7.00	USD 3,500.00	USD 3,500.00
Advanced VPB 501-2000	600.00	USD 5.00	USD 3,000.00	USD 3,000.00

Total Monthly Price 6,500.00
Annual Price USD 78,000.00
Length of Contract - 36
Months

Prices Quoted are valid only through expiration date. Implementation costs are not included. Prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Sales Order Form is non-cancellable before the Contract Expiration Date above, and fees paid are non-refundable, except as specified in the Master Subscription Agreement ([MSA](#))

Payment terms for the license subscriptions quote on this order form are on an annual basis.

First year invoice will be issued upon completion of this order form.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select: (Customer to complete)

☐ Yes

☐ No

If yes, please complete the following:

PO Number:

PO Amount:



For clarity please see below a full breakdown of all commercials associated with this contract
Sourcewell Contract: #022217-CVS
Taxes not applicable to invoices or quote

Advanced VPB: \$6,500.00 (monthly)
Contract 36 months
Contract Cost: \$234,000.00
One time Set up Fee: \$24,000.00
*Contingency fee: \$50,000.00
Sales tax: N/A
Total Cost for 3-year contract, set-up fee, and project contingency: \$308,000.00

*Contingency fee is for additional services that may be needed at implementation. Additional work will be quoted and follow city approval process.

Chevin Fleet Solutions

Client

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____