



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Terex Utilities Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Public Utility Equipment & Services, #012418-TER
4. Cooperative Agency Initial Agreement Term:	Start Date: 03/14/2018 End Date: 03/14/2022
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year.
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: upon execution End Date: 03/14/2022
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to exceed \$238,545.41

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, Agreement Number #012418-TER ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

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

1. **Agreement Term:** The Term of this Agreement shall remain in effect from the execution date through 03/14/2022 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment to not go beyond the term stated in the COOP fully executed amendment.

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

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

3. **Compensation:** City and Contractor do hereby enter into this Agreement for "Public Utility Equipment with Related Accessories and Supplies" 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 \$238,545.41 for the purchase of one tree truck. 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 #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

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

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (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 March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

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

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

James M. Lohan
(NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

Regular Meeting & Retreat Minutes of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Thursday, April 12, 2018
Madden's Resort, Wilson Bay Lodge Meeting Room
11266 Pine Beach Road, Brainerd, MN 56401

Chair Wilson called the retreat to order at 8:05am with the following members present: Mike Wilson, Sharon Thiel, Barb Neprud, Scott Veronen, Greg Zylka, Mark Gerbi, Ryan Thomas, and Sara Nagel. Also present were Chris Lindholm, Pequot Lakes School District and Jon Radermacher, City of Little Falls, Ex-Officios; Chad Coauette, Susan Nanik, Paul Drange, Jamie Loken, Jeremy Schwartz, Mike Carlson, Marcus Miller, Rebecca Cromwell, Dean Greising, Liz DeRuyck, Tom Perttula, Sarah Speer, Chris Robinson, Kassidy Rice, Ryan Donovan, Michael Brandt, Anna Gruber, and Danielle Wadsworth, NJPA staff.

Mr. Wilson gave a welcome.

Carl Anderson, Sandie Rentz, and Nancy Bruns shared regional impact stories.

Dr. Coauette presented the year in review to include the year to date metrics.

Dr. Coauette presented the organizational framework.

Mr. Carlson, Mr. Perttula, and Mr. Schwartz presented the cooperative purchasing deep dive and trending of contracts.

Mr. Schwartz and Mr. Carlson presented sales and revenue projections.

Dr. Coauette and other Senior Leaders presented on Integrated Management Systems, Capability Model, Balanced Score Card, and Current FY and FY 20/21 Departmental Goals.

Mr. Miller presented upcoming plans for Legal and Government Relations.

Ms. Nanik presented upcoming plans for General Administration and Facility Departments.

Ms. Cromwell presented upcoming plans for Human Resources Department.

Mr. Bautz presented upcoming plans for the Marketing and Membership Departments.

Mr. Loken presented upcoming plans for Information & Communication Technology.

Mr. Schwartz presented upcoming plans for Operations & Procurement Departments.

Mr. Perttula presented upcoming plans for Contract Administration

Lunch was served.

Mr. Carlson presented upcoming plans for Finance.

Mr. Donovan presented upcoming plans for Risk Management.

Mr. Drange presented upcoming plans for Regional Programs.

Ms. Rice presented upcoming plans for Educational Solutions.

Ms. Gruber presented upcoming plans for City, County, & Other Government Agencies.

Dr. Coauette presented Strategic Reinvestment Projects.

Mr. Loken presented Organizational Projects.

Mr. Carlson presented the FY2018-2019 draft budget for review.

Chair Wilson called the Regular Board meeting to order at 2:40 p.m. with the following members present: Mike Wilson, Barb Neprud, Sharon Thiel, Scott Veronen, Greg Zylka, Mark Gerbi, Ryan Thomas, and Sara Nagel. Also present were Chris Lindholm, Pequot Lakes, and Jon Radermacher, City of Little Falls, Ex-Officios; Chad Coauette, Susan Nanik, Paul Drange, Jamie Loken, Jeremy Schwartz, Marcus Miller, Mike Carlson, Travis Bautz, Rebecca Cromwell, Dean Greising and Danielle Wadsworth, NJPA staff.

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

Ms. Neprud moved, seconded by Mr. Thomas to accept the minutes of the Regular Board Meeting held on March 20, 2018. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Ms. Neprud 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 #90045 to #90373. Motion carried.

Ms. Neprud moved, seconded by Ms. Thiel to approve all Wire Transfers #223 to #246. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers- Employee Expense reimbursements #712 to #829. Motion carried.

Mr. Veronen moved, seconded by Mr. Thomas to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added March 1-31, 2018
- Approve Authorization to Solicit the following categories:
 - Electronic Scoreboards, Signage, and Video Displays with Related Accessories and Services
 - Sports Lighting with Related Accessories and Services
 - Sports Equipment with Related Accessories and Services
 - Wireless Technology Consulting Services

Motion carried.

Mr. Schwartz presented the new and renewed contracts in March as noted in Appendix A.

Ms. Nagel moved, seconded by Ms. Neprud to approve hiring:

- Kayla Voelker, Regional Transition Specialist; effective April 23, 2018
- Kristin Asche, Associate General Counsel; effective April 23, 2018
- Heather Pickett, Associate General Counsel; effective May 2, 2018
- Jody Rakow-Worcester, ACP Education Consultant, effective July 1, 2018
- Jen McLachlan, ACP Education Consultant, effective July 1, 2018

Motion carried.

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

- Contract Administrator I
- Finance & Business Analyst III

Motion carried.

Ms. Thiel moved, seconded by Ms. Neprud to approve the position descriptions and open the following positions:

- Graphic Design Specialist II
- Education Solutions Administrative Supervisor

Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve retiring the following Job Description:

- Multimedia Specialist

Motion carried.

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

Dr. Coauette led the board on an open discussion on general feedback of the board retreat. Feedback consensus was positive about the clear and concise presentations from Senior Leadership and Management.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 3:00 p.m. Motion carried.

APPENDIX A

NJPA PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2018
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Electronic Scoreboards, Signage, and Video Displays with Related Accessories and Services

Sports Lighting with Related Accessories and Services

Sports Equipment with Related Accessories and Services

Wireless Technology Consulting Services

Requesting Board permission to Re-Solicit the following categories:
NEW CONTRACT

Altec Industries, Inc.	012418-ALT	"Public Utility Equipment with Related Accessories and Supplies"
Elliott Equipment Company	012418-EEC	"Public Utility Equipment with Related Accessories and Supplies"
Terex Utilities Inc.	012418-TER	"Public Utility Equipment with Related Accessories and Supplies"
The Charles Machine Works	012418-CMW	"Public Utility Equipment with Related Accessories and Supplies"
Thompson Pump and Manufacturing Co., Inc.	012418-TPM	"Public Utility Equipment with Related Accessories and Supplies"
Time Manufacturing Company	012418-TIM	"Public Utility Equipment with Related Accessories and Supplies"
Vermeer Corporation	012418-VRM	"Public Utility Equipment with Related Accessories and Supplies"
Braun Industries, Inc.	022118-BRN	"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"
P.L. Custom Body and Equipment Co., Inc.	022118-PLC	"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"
REV Ambulance Group Orlando, Inc. dba Road Rescue Emergency Vehicles	022118-REV	"Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories and Supplies"

New ezIQ Contracts
State of Ohio - Columbus

F.H. Paschen, S.N. Nielsen & Associates LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting	OHGCOAGCOMC-022718-FCL	
Custom Controls Group LLC	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric	OHGCOAEOMB-022718-WHE	
The K Company, Inc	OHGCOAHVOMA-022718-KCO	
Custom Controls Group LLC	OHGCOAHVOMB-022718-CCG	
Custom Controls Group LLC	OHGCOAROMA-022718-CCG	
K&W Roofing, Inc	OHGCOAROMB-022718-KWR	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
McDaniel's Construction Corp., Inc	OHGCOAGCMBA-022718-MCC	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	

<u>State of California - Region 3 - North Central Valley</u>		
Staples Construction Company, Inc.	CA-03-NCV-B-A-030618-STA	
Acco Engineered Systems	CA-03-NCV-CM-A-030618-AES	
<u>State of California - Region 4 - Bay Area</u>		
Mark Scott Construction	CA-04-BA-A-A-030618-MS	
Mark Scott Construction	CA-04-BA-B-A-030618-MS	
AAGK, LLC	CA-04-BA-B-B-030618-AAG	
ACCO Engineered Systems	CA-04-BA-CM-A-030618-AES	
<u>State of California - Region 5 - Central Valley</u>		
Mark Scott Constuction	CA-05-CV-A-A-030618-MS	
Durham Constuction Company	CA-05-CV-A-B-030618-DCC	
Durham Constuction Company	CA-05-CV-B-A-030618-DCC	
Haus Construction, Inc.	CA-05-CV-B-B-030618-HCI	
ACCO Engineered Systems, Inc	CA-05-CV-CM-A-030618-AES	
Strategic Mechanical Inc	CA-05-CV-CM-B-030618-SMI	
<u>State of California - Region 7 - Central Coast</u>		
Newton Construction and Management	CA-07-CC-A-A-030618-NCM	
Newton Construction and Management	CA-07-CC-B-A-030618-NCM	
William A. Thayer Construction	CA-07-CC-B-B-030618-WTC	
ACCO Engineered Systems, Inc.	CA-07-CC-CM-A-030618-AES	
EMCOR Services, Mesa Energy Systems, Inc.	CA-07-CC-CM-B-030618-ES	
<u>State of California - Region 8 - Southland</u>		
Horizons Construction Company International, Inc	CA-08-SL-A-A-030618-HCC	
Angeles Contractor, Inc	CA-08-SL-A-B-030618-ACI	
MDJ Management, Inc.	CA-08-SL-B-A-030618-MDJ	
Vincor Construction Incorporated	CA-08-SL-B-B-030618-VCI	
Horizons Construction Co.. Int'l, Inc.	CA-08-SL-B-C-030618-HCC	
Angeles Contractor, Inc.	CA-08-SL-B-D-030618-ACI	
Harry H. Joh Construction	CA-08-SL-B-E-030618-HJC	
Grondin Construction, Inc.	CA-08-SL-B-F-030618-GCI	
Angeles Contractor, Inc	CA-08-SL-CE-A-030618-ACI	
ABM Electrical and Lighting Solutions, Inc	CA-08-SL-CE-B-030618-ABM	
ACCO Engineered Systems, Inc.	CA-08-SL-CM-A-030618-AES	
MTM Construction, Inc	CA-08-SL-CM-B-030618-MTM	
Angeles Contractor, Inc	CA-08-SL-CR-A-030618-ACI	
Good-Men Roofing and Construction, Inc	CA-08-SL-CR-B-030618-GMR	
<u>State of California - Region 9 - San Diego Imperial</u>		
Angeles Contractor, Inc.	CA-09-SI-A-A-030618-ACI	
Vet-Force Engineering & Construction	CA-09-SI-A-B-030618-VET	
Vincor Construction Incorporated	CA-09-SI-B-A-030618-VCI	
Grondin Construction Inc	CA-09-SI-B-B-030618-GCI	
Harry H. Joh Construction Inc	CA-09-SI-B-C-030618-HJC	
Pacific Building Group	CA-09-SI-B-D-030618-PBG	
Angeles Contractor, Inc.	CA-09-SI-B-E-030618-ACI	
All Source Coatings, Inc.	CA-09-SI-B-F-030618-ASC	
ACCO Engineering Systems Inc.	CA-09-SI-CM-A-030618-AES	
Harry H. Joh Construction Inc	CA-09-SI-CM-B-030618-HJC	
Pacific Contractors Group Inc.	CA-09-SI-CP-A-030618-PCG	
Angeles Contractor, Inc.	CA-09-SI-CR-A-030618-ACI	
Good-Men Inc Roofing and Construction	CA-09-SI-CR-B-030618-GMR	
<u>ezIQc RENEWALS</u>		
Centennial Contractors Enterprises, Inc.	MD03GC02-031417-CCE	
Centennial Contractors Enterprises, Inc.	MD02GC01-0314174-CCE	
Centennial Contractors Enterprises, Inc.	MD05GC02-031417-CCE	
The Matthews Group, Inc.	MD03GC01-031417-TMG	
HITT Contracting, Inc.	MD05GC01-031417-HCI	



Alberta Purchasing
Connection

Government
of Alberta

Opportunity Notice Public Utility Equipment with Related Accessories and Supplies		Category: Goods Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package. Expressing interest means that you will automatically receive an e-mail notification each time an amendment is made to the opportunity for which you have 'expressed an interest'.
Opportunity Information		
Organization:	National Joint Powers Alliance on behalf of Alberta Association of Municipal Districts and Counties	
Organization Address:		
Reference Number:	AB-2017-07197	
Solicitation Number:	2017 -07197	
Solicitation Type:	Request for Proposal	
Posting (MM/dd/yyyy):	12/07/2017 04:30:00 PM Alberta Time	
Closing (MM/dd/yyyy):	01/24/2018 04:30:59 PM Alberta Time	
Last Update (MM/dd/yyyy):	12/07/2017 04:25:19 PM Alberta Time	
Agreement Type:	NWPTA/TILMA & CFTA	
Region of Opportunity:	Open	
Region of Delivery:	Alberta	
Opportunity Type:	Open & Competitive	
Commodity Codes:	J5805A: Telephone Cable Systems - Installation N4320G: Pumps, Sewage N3805C: Excavator, Hydraulic, Truck Mounted N3820H: Boring Machine, Underground N3411: Boring Machines N4310DA: Pump, Vacuum, Except Marine N4310D: Pump, Vacuum N3810C: Cranes, Truck Mounted, Hydraulic Boom N4630BG: Submersible Sewage Pumps N4320BHA: Pumps, Centrifugal, Sanitary, Except Marine N5120H: Pullers N4320L: Pumps, Metering N3810A: Cranes, Excavator, Crawler Mounted, Cable Operated N2330V: Trailer, Specialty Equipped N3411F: Boring, Precision, Hydraulic and Cam Operated Machines N3810CA: Cranes, Truck Mounted, Hydraulic Boom, 10 Ton Capacity and under N3950: Winches, Hoists, Cranes and Derricks N3810CB: Cranes, Truck Mounted, Hydraulic Boom, 11 Ton Capacity and Larger N2020BA: Booms, Cargo N2330: Trailers N3950FJ: Winches, Tow Truck Boom N4320GAA: Pumps, Sewage, Non-Centrifugal, Except Marine N3810G: Cranes/Excavators, Pedestal Mounted N4320B: Pumps, Centrifugal S134B: Pipeline Construction N3805B: Excavator, Hydraulic, Crawler Mounted N4630BH: Solids Pumps, Sewage Treatment Plant	
Response Submission:		

Miranda Andersen

Administrative Coordinator – Aggregated Business Services

From: Kim Austin [mailto:Kim.Austin@njpacoop.org]

Sent: December 7, 2017 1:14 PM

To: Miranda Andersen <miranda@aamdc.com>

Bid Information

 Pending Biddingo Approval

Bid Information for 012418

Bid Number	012418	Bid Name	Public Utility Equipment with Related Accessories and Supplies
Published By	National Joint Powers Alliance	Solicitation Type	Open to all suppliers
Contract Type	RFP	Procurement Name	Procurement
Published Date	12/07/2017	Closing Date	01/24/2018 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	,
Bid Type	Goods, Services	Group	
Estimated Contract Amount	\$0.00		
Remind Notice Date	Not Applicable	Publish Option	
NIGP Code		Value Range	Not Applicable
Client Departments			
Accept questions	Not Applicable	Tender Area	

Requirements

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

Bid Advertisement



Public Utility Equipment with Related Accessories and Supplies

012418

Closing Date: **01/24/2018 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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

 Unclassified Categories	Miscellaneous items
Miscellaneous	Bids located within this category are not classified in the existing Biddingo categories.

Attached Bid Documents

12/7/2017

Biddingo - Leading e-procurement portal for public and private sector bids

EXHIBIT 3

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

Invited Bidders

	Name / Email	Address	Phone	Fax
No Bidder Invited				

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, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** 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

012418 PUBLIC UTILITY EQUIPMENT WITH RELATED

National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 01/24/2018 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:

12/8/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF February, 2018

Michelle Ropp

Notary Public-State of Oregon



**THE NATIONAL JOINT
POWERS ALLIANCE® (NJPA)
PUBLIC UTILITY EQUIPMENT
WITH RELATED ACCESSORIES
AND SUPPLIES**

**Proposals due 4:30 pm,
January 24, 2018**

REQUEST FOR PROPOSAL

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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.
Published Dec. 8, 2017. 11451876

Kim Austin
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11451876
Client Reference No:

Home > Cooperative Purchasing > Become a Vendor > Current & Pending Solicitations > -Public Utility Equipment with Related Accessories and Supplies



Cooperative Purchasing

Procurement Process

About Us

Affiliations & Relationships

Become a Member

Member Resources

Become a Vendor

Get to Know NJPA

Current & Pending Solicitations

- Indefinite Quantity

Construction Contracting

Systems and related services

- Automotive and Truck

Replacement Parts and Tires

with Related Equipment,

Accessories, and Services

- Class 6,7, and 8 Chassis with

Related Equipment, Accessories,

and Services

- Multi-Function Copiers,

Printers, and Equipment

- Express Courier, Overnight,

Ground Delivery Logistics

Services

- Elevators, Escalators, and

Moving Walks with Related

Equipment, Services,

Accessories and Supplies

- Forklifts, Lift Trucks, and

Related Material Handling

Equipment, Attachments,

Accessories, and Services

- Pest Management with

Related Products and Services

- Classroom Audio Technology

Equipment with Related

Accessories, Services, and

Supplies

- Public Safety and Emergency

Management Related

-Public Utility Equipment with Related Accessories and Supplies

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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Pre-Proposal Conference: January 9, 2017 at 10:00 am CT

Sealed proposals due: January 24, 2017 at 4:30 pm CT

Proposals will be publicly opened: January 25, 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: Procurement Department
202 12th Street NE, Staples, MN 56479

Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

Vendor Name: *

Vendor Address: *

Vendor City: *

Vendor State: *

Vendor Zipcode: *

Contact Name: *

Contact Email: *

Vendor Phone Number: *

Submit

Notice

Basic Information

Estimated Contract Value (CAD)	\$999,999,999.00 (Not shown to suppliers)
Reference Number	0000073337
Issuing Organization	National Joint Powers Alliance
Solicitation Type	RFP - Request for Proposal
Solicitation Number	012418
Title	Public Utility Equipment with Related Accessories and Supplies
Source ID	PP.CO.USA.868485.C88455

Details

Region	All of Canada, All of Canada
Purchase Type	Term: 2018/02/15 08:00:00 AM CST - 2022/02/15 12:00:00 AM CST
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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details may be obtained by going to www.njpacoop.org/pendingRFPs . Details of this RFP are available beginning December 7, 2017. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Dates

Publication	2017/12/07 10:10:58 AM CST
Question Acceptance Deadline	2018/01/17 04:30:00 PM CST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2018/01/24 04:30:00 PM CST

Contact Information

Procurement Department
218-894-1930
rfp@njpacoop.org

Bid Submission Process

Bid Submission Type	Physical Bid Submission
----------------------------	-------------------------

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain Public Utility RFP.docx [docx]	12 Kb	2017/12/07 10:07:54 AM CST	English

Categories

Selected Categories

MERX Categories (5)	
N	Services Services
N14	Utilities Utilities
U	Other Other
U	Undefined Undefined
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods
G6	Construction Products Construction Products
G18	Industrial Equipment Industrial Equipment

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

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



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0003422127	Public Notice The National Joint Powers Alliance (NJPA), on behalf of NJ

Attention: Carol Jackson

NATIONAL JOINT POWERS ALLIANCE
PO BOX 219
STAPLES, MN 56479

Public Notice

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.
3422127

State of South Carolina

County of Richland

Personally appeared before me, Lauren Libet, VP of Advertising of THE STATE, and makes oath that the advertisement, 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

1 Insertions

Published On:

December 07, 2017

Lauren Libet
VP of Advertising

Subscribed and sworn to before me on this 15th day of December in the year of 2017

Allison Branham

Notary Public

My Commission Expires:

5/8/2027

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Thursday, 12/07/2017



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Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Public Utility Equipment with Related Accessories and Supplies

Agency: National Joint Powers Alliance

Division: Procurement Department

Contract Number: #012418

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 12/08/2017

Due Date/Time: 01/24/2018 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Utilities & Green Energies - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

Contact Information

Primary contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org

Submit to contact: National Joint Powers Alliance
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@njpacoop.org



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Bid RFP #012418 - Public Utility Equipment with Related Accessories and Supplies

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<p>Bid Type RFP</p> <p>Bid Number 012418</p> <p>Title Public Utility Equipment with Related Accessories and Supplies</p> <p>Start Date Dec 7, 2017 10:31:23 AM CST</p> <p>End Date Jan 24, 2018 4:30:00 PM CST</p> <p>Agency NJPA</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@njpacoop.org 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
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Description

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Delivery Information

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

Pre-Bid Conference

Date Jan 9, 2018 10:00:00 AM CST

Location Web conference

Notes Details are sent two business days prior.

Documents

No Documents for this bid



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EXHIBIT 3
The Salt Lake Tribune
EXHIBIT A

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CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
NATIONAL JOINT POWERS ALLIANCE, Accounting Dept PO BOX 219		9001496962
STAPLES MN 56479		DATE 12/7/2017
ACCOUNT NAME NATIONAL JOINT POWERS ALLIANCE,		
TELEPHONE 2188945483	ORDER # / INVOICE NUMBER 0001185260 /	
PUBLICATION SCHEDULE START 12/07/2017 END 12/07/2017		
CUSTOMER REFERENCE NUMBER RFP#012418		
CAPTION PUBLIC NOTICE The National Joint Powers Alliance (NJPA), on behalf of NJPA and its c		
SIZE		
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TIMES 3	TOTAL COST 87.46	

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1185260 UPAXLP

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

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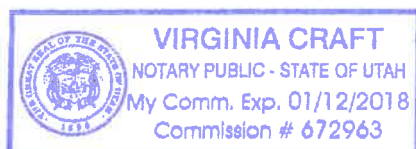
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BY LORI GUDMUNDSON



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NFL

Fires force Rams to move practice

Martin Frank
Wilmington (Del.) News Journal
USA TODAY Network

COSTA MESA, Calif. – The wildfires that have been burning around the Los Angeles area have already affected the Rams heading into their game Sunday against the Eagles.

The Rams, whose facility is in Thousand Oaks, canceled their practice Wednesday and instead conducted a walk-through in the gymnasium at nearby Cal Lutheran University.

Thousand Oaks is located in southeastern Ventura County, one of the areas affected by the fires.

“The air quality isn’t quite what you’d like it to be to be able to go outside,” Rams coach Sean McVay said.

“But fortunately, because we are right next to Cal Lutheran’s campus, we were able to go over to their gym, have a good

walk-through, kind of use both of their basketball gyms.”

The Eagles are practicing this week at Angel Stadium of Anaheim, the home of the Major League Baseball team. The stadium is located about 80 miles southeast of Ventura County. That area has not been affected by the fires.

So far, neither team has heard from the NFL about the possibility of postponing the game, held at Los Angeles Memorial Coliseum. But some fires were about 20 miles away from the stadium, in Bel Air, in the hills outside the city.

The fires and smoke are such a concern that UCLA canceled its basketball game with Montana scheduled Wednesday night. One fire was about 5 miles from campus.

Eagles coach Doug Pederson said it was unsettling to hear that the Rams couldn’t practice because of air quality, not to mention the thousands of peo-



Wildfires in California forced the Rams to change their practice to a walk-through Wednesday. DAN MACMEDAN/USA TODAY

ple who have had to evacuate their homes in Ventura County.

“It is obviously a serious issue with what’s going on, and our thoughts and prayers are obviously with the people that

are affected,” Pederson said. “I know the Rams were affected these last couple of days, and it makes it a little uncomfortable and unsettling.”

It’s a big game for both

teams. The Eagles (10-2) and Rams (9-3) are leading their divisions and are hoping to improve their playoff positioning heading into the final four games of the season.

McVay said he and the Rams are trying to make the best of the situation and that having a walk-through practice this late in the season isn’t such a bad thing.

“That was kind of the approach we were going to take anyway,” he said. “We just did it indoors, and we kind of kept the players off their feet more than we were accustomed to on a Wednesday.

“But being this late in the season, you do sometimes look into adjusting your practice plans to have a little bit more of an above-the-neck emphasis on a Wednesday. And that’s what we did, and hopefully we’ll be able to regain our normal practice schedule and get back out there (Thursday).”

Bell

Continued from Page 1C

ations — and a former Pro Bowl defensive back — said during a conference call Wednesday.

Incredulously, Vincent went on to explain that part of the league’s philosophy is that there are “only 17 weeks” and that “we really emphasize, ‘Let the players play.’”

That’s nonsense. Just like his explanation that “the act” and not “the result” of Gronkowski’s body slam on White, who never returned to a game that Gronkowski kept playing in and is still in concussion protocol after getting clubbed in the back of the helmet — goon-style, as he lay prone on the turf — was the basis of the tight end’s measly one-game suspension.

You can’t have it both ways, NFL, when touting all the rules changes passed in the name of safety.

The on-field officials should be in the business of maintaining order, not adhering to a mentality that the league office will handle it during the week. I mean, their authority is written into the rule book, just as it is for NBA referees and MLB umpires.

I’m disappointed that Gene Steratore, respected in league circles as one of its best referees, didn’t drop the hammer on Gronk, who deserved an ejection and a suspension. As it stands, it appears White will miss more snaps than Gronkowski. Not fair.

What does it take? Does someone need to be killed on the field? If players can be disqualified for pushing refs and fighting, then why not for the Gronkowski episode?

“That should have been automatic,” Mike Pereira, the Fox rules analyst who previously headed the NFL’s officiating department, told USA TODAY.

“That’s not even a football play. Somebody’s got to step up in a case like that. And you can confirm it with the replay in New York.”

Pereira understands officials’ dilemma when it comes to ejections but also contends there are some no-brainer circumstances warranting immediate action.

“You don’t need to wait,” he added. “You need to send a message. It needs to happen on game day. It has a bigger impact.”

With just 46 active players on a game-day roster, the instant hit to a depth chart — especially if a targeting rule that mandates ejections is implemented — would sure get the attention of coaches, who can plan around suspensions. Last year’s big rule change (ejecting players for multiple personal fouls) has seemingly done little to curb unnecessary mayhem.

Pereira contends it’s time to take another step even as stiffer fines and suspensions seem to have fallen short of removing the egregious head shots.

“Players may be more apt to change their ways if they feel there’s an automatic ejection,” he said.

He’s seen techniques evolve because of the rule change on the college level.

And, upon further review, the league needs to tighten it up

more to discourage players from taking cheap shots while encouraging a culture where refs won’t hesitate to toss players for a Gronk-like assault.

“You have to have a safety net to get the calls right,” Pereira added.

“And the NFL has that with replay.”

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NOTICES

LEGAL NOTICE

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK

In re) Chapter 11
BREITBURN ENERGY PARTNERS LP, et al.,) Case No. 16-11390 (SMB)
Debtors.) (Jointly Administrated)

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT; (II) ESTABLISHMENT OF RECORD DATE; (III) HEARING ON CONFIRMATION OF THE PLAN AND PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN

PLEASE TAKE NOTICE that:

1. **Approval of Disclosure Statement.** By order dated December 1, 2017 (ECF No. 1885) (the “**Order**”), the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) approved the *Disclosure Statement for the Debtors’ Third Amended Joint Chapter 11 Plan* dated December 1, 2017 (as it may be amended, the “**Disclosure Statement**”) filed by Breitburn Energy Partners LP and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”). The Bankruptcy Court authorized the Debtors to solicit votes with regard to the approval or rejection of the *Debtors’ Third Amended Joint Chapter 11 Plan* dated December 1, 2017 (as it may be amended, the “**Plan**”), annexed as **Exhibit A** to the Disclosure Statement. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

2. **Confirmation Hearing.** A hearing (the “**Confirmation Hearing**”) to consider the confirmation of the Plan will be held on **January 11, 2018 at 10:00 a.m. (Eastern Time)**, before the Honorable Stuart M. Bernstein, United States Bankruptcy Judge, in Room 723 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

3. **Record Date for Voting Purposes.** Only parties who are eligible to vote and hold Claims against the Debtors as of November 29, 2017 are entitled to vote on the Plan. Holders of equity interests in the Debtors will not receive any distribution under the Plan. Accordingly, their Class under the Plan is deemed to reject the Plan and they are not entitled to vote on the Plan.

4. **Parties in Interest Not Entitled to Vote.** The following holders of Claims and Interests are not entitled to vote on the Plan: (i) holders of unsecured Claims or Interests, (ii) holders of impaired Claims or Interests that are deemed to reject the Plan, or (iii) holders of Claims that are the subject of filed objections or requests for estimation. If you have timely filed a proof of Claim and disagree with the Debtors’ classification of objection to, or request for estimation of, your Claim and believe that you should be entitled to vote on the Plan, then you must serve on the Debtors at the address set forth below and file with the Bankruptcy Court (with a copy to chambers) a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing such Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan.

5. **Voting Deadline.** All votes to accept or reject the Plan must be actually received by Prime Clerk LLC (“**Prime Clerk**”), the Debtors’ voting agent (the “**Voting Agent**”) by no later than **4:00 p.m. (Eastern Time) on January 4, 2018 (the “Voting Deadline”).** Any failure to follow the voting instructions included with your ballot may disqualify your ballot and your vote.

6. All Rule 3018(a) Motions must be filed on or before the tenth (10th) day after the later of (i) service of the Confirmation Hearing Notice and (ii) service of notice of an objection or request for estimation, if any, as to such Claim. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor’s ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court at least six (6) days prior to the Voting Deadline or as the Bankruptcy Court may direct. Creditors may contact the Voting Agent at 1-855-851-7887 (domestic) or 1-917-258-6103 (international) to receive an appropriate ballot for any Claim for which a proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

7. **Objections to Confirmation.** Responses and objections, if any, to confirmation of the Plan must:

(a) Be in writing;

(b) State the name and address of the objecting party and the amount and nature of the Claim or Interest of such party;

(c) Conform to the Bankruptcy Rules and the Local Rules of the Bankruptcy Court;

(d) State with particularity the basis and nature of any objection to confirmation of the Plan;

(e) Be filed with the Bankruptcy Court either (i) electronically or (ii) conventionally, as noted below;

(f) *Electronic Filing:* the filer must be an attorney in possession of passwords and logins to both PACER and the Bankruptcy Court’s Electronic Case Filing System; electronic filing must be in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov/or>);

(g) *Conventional Filing:* the filer must send the response or objection by mail, courier, or messenger to the Bankruptcy Court clerk at the following address: United States Bankruptcy Court, One Bowling Green, New York, NY 10004; the hard copy of the response or objection should be accompanied by a CD-ROM containing the response or objection in text-searchable portable document format (PDF);

(h) Be served in accordance with General Order M-399 so as to be received no later than **January 4, 2018 at 4:00 p.m. (Eastern Time)**, and on the following parties: (i) The Debtors, c/o Breitburn Energy Partners LP 707 Wilshire Boulevard, Suite 4600, Los Angeles, California 90017 (Attn: Gregory C. Brown, Esq. and Roberta E. Kass, Esq.); (ii) The attorneys for the Debtors, Weil, Gotshal & Manges LLP, 67 Fifth Avenue, New York, New York 10013 (Attn: Ray C. Schrock, P.C. and Stephen Karotkin, Esq.); (iii) The U.S. Trustee, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Susan D. Golden, Esq. and Richard C. Morrissey, Esq.); (iv) The attorneys for the Creditors’ Committee, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Paul S. Aronson, Esq. and Gregory A. Bray, Esq.); and (v) The attorneys for the Equity Committee, Proskauer Rose LLP, 11 Times Square, New York, New York 10036 (Attn: Martin J. Bienenstock, Esq. and Vincent Indelicato, Esq.).

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING. REPLIES TO SUCH RESPONSES OR OBJECTIONS MAY BE SERVED BY NO LATER THAN JANUARY 9, 2018 AT 12:00 P.M. (EASTERN TIME).

8. **Parties Who Will Not Be Treated as Creditors.** Any holder of a Claim that (i) is scheduled in the Debtors’ schedules of assets and liabilities at \$0.00, or in an unknown amount, or as disputed, contingent, or unliquidated, and is not the subject of a timely filed proof of Claim or a proof of Claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law; or (ii) is not scheduled and is not the subject of a timely filed proof of Claim or a proof of Claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law, shall not be treated as a creditor with respect to such Claim for purposes of voting on the Plan.

9. **Executory Contracts and Unexpired Leases.** As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases that do not relate to Employee Obligations (as defined in the Plan) to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease: (i) was previously assumed or rejected by the Debtors, pursuant to a Final Order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date; or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts, or (v) as to which a properly filed and served objection has been filed and served at least seven (7) days before the Confirmation Hearing. The Debtors shall distribute cure notices to applicable third parties with the Bankruptcy Court and shall serve all applicable notices thereof on the appropriate parties no later than fourteen (14) days before the Confirmation Hearing.

10. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors’ voting agent, Prime Clerk, at 1-855-851-7887 (domestic) or 1-917-258-6103 (international), or may view such documents by accessing the Debtors’ website: <https://cases.primclerk.com/breitburn> or the Bankruptcy Court’s website: <http://www.nysb.uscourts.gov>. As previously noted above, a PACER (www.pacer.uscourts.gov) password and login are needed to access documents on the Bankruptcy Court’s website (<http://www.nysb.uscourts.gov>). **PRIME CLERK IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

Dated: December 1, 2017

WEIL, GOTSHAL & MANGES LLP, 767 Fifth Avenue, New York, New York 10013, Telephone: (212) 310-8000, Facsimile: (212) 310-8007, Attorneys for Debtors and Debtors-in-Possession

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Breitburn Energy Partners LP (9553); Breitburn Energy Partners LP (9548); Breitburn Operating LP (5529); Breitburn Operating GP LLC (5525); Breitburn Management Company LLC (2858); Breitburn Finance Corporation (2548); Alamitos Company (9156); Beaver Creek Pipeline, L.L.C. (7887); Breitburn Florida LLC (7424); Breitburn Oklahoma LLC (4714); Breitburn Sawtelle LLC (7661); Breitburn Transpetco GP LLC (7222); Breitburn Transpetco LP LLC (7188); GTG Pipeline LLC (3760); Mercury Michigan Company, LLC (3380); Phoenix Production Company (1427); QR Energy, LP (3069); QRE GP LLC (2855); QRE Operating, LLC (9097); Terra Energy Company, LLC (9616); Terra Pipeline Company, LLC (3146); and Transpetco Pipeline Company, L.P. (2620). The Debtors’ mailing address is 707 Wilshire Boulevard, Suite 4600, Los Angeles, California 90017.

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#012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

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Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

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NOTICES

PUBLIC NOTICE

MISSING

GABRIELLA MACHADO



DOB: Sep 14, 2000 **Sex:** Female

Race: White

Missioning: May 26, 2017 **Hair:** Brown

Age Now: 17 **Eyes:** Blue

From: Plymouth, MA

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #012418
Entitled

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on December 8, 2017, in South Carolina's *The State* on December 7, 2017, in Utah's *The Salt Lake Tribune* on December 7, 2017, in *USA Today* on December 7, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, AAMDC, Merx, Biddingo and The New York State Contract Reporter:

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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

Altec Industries	Lindco Equipment Sales, Inc.
BRITESPAN Building Systems Inc.	Lineman's Testing Laboratories of Canada
Calumet Branded Products LLC	LMT Inc.
Caterpillar, Inc.	MGS Inc
Coastline Equipment	MidCo Material Handling
Construction Industry Center	Monroe Towmaster LLC
Control Networks Plus LLC	Motrec International Inc.
Data Transfer Solutions, LLC	NESCO LLC
Deltek	NPKE
Department of Finance and Administration	Pacific-Tek
Ditch Witch	Pioneer Pump
DUCO, LLC	Prime Vendor Inc.
Elliott Equipment Company	RACO Manufacturing & Engineering
Felicia Y Sharpe	Rausch Electronics USA, LLC
Fitness Ventures, Inc.	Reelstrong LLC

FSG	Ring-O-Matic
GapVax, Inc.	Royal Purple
Global Power Technologies, LLC	S.D.P. Manufacturing, Inc.
Global Pump	Seon
Globe Trailers	SL King and Associates
Grace Environmental Services	SMS Equipment
Grace Services	Strahnet
Green Climber NA	Structural Metal Fabricators Inc.
Hardline Equipment	Subsite, LLC
Harrington	Swenson Spreader LLC
Hertz Equipment Rental Corp.	Terex
HitchDoc	Thompson Pump
Hol-Mac Corporation	Timberland Equipment Limited
Hurco Technologies, Inc.	Time Manufacturing Company
Interstate Power Systems	Tri State Buiding Center
Jack Doheny Companies, Inc.	TSE International, Inc.
Jemtech	Twin Equipment
Kainos Office	Valor Holdings
Keizer Morris International	Vermeer Corporation
Kundel Industries	Wachs Utility Products
Ledwell & Son	WasteCorp Pumps LLC
LF George Inc.	Xylem Dewatering Solutions, Inc.

Proposals were opened on January 25, 2018, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Altec Industries, Inc.
 Elliot Equipment Company
 GapVax Inc.
 Global Pump
 Keizer Morris International, Inc.
 Pacific-Tek
 Ring-O-Matic
 Terex Utilities Inc.
 The Charles Machine Works, Inc.
 Thompson Pump and Manufacturing Company Inc.
 Time Manufacturing Co
 Vermeer Corporation
 Wachs Utility Products
 Xylem Dewatering Solutions, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, NJPA Procurement Lead Analyst
 Kim Austin, NJPA Procurement Analyst III
 Brandon Town, NJPA Procurement Analyst II
 Michael Munoz, NJPA Procurement Analyst II

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

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One Responsiveness. The response of Keizer Morris International, Inc. was determined to be Level-Two non-responsive because the offering of products and services in their proposal were found to fall outside of the scope of the RFP. All other proposals were found to be Level-Two responsive and were evaluated.

Altec Industries Inc. offers a diverse product line, including aerial devices, cable handling equipment, chippers/chipper bodies cranes, and digger derricks. They offer a 24 HR parts/sales/service line with less than a 10 second wait time, and have a large sales force with 37 service centers and more than 100 mobile service techs. Altec offers competitive pricing with volume discounts on multiple identical units.

Elliot Equipment Co. manufactures a selection of aerial equipment, boom truck cranes and digger derricks. Elliot offers a lifetime structural warranty on their equipment with two years on boom trucks and one year on the digger derricks. Elliot has 103 locations across the US and Canada to sell and service their equipment. Elliot offers a significant discount from List Price on their own products, as well as "open-market" goods, and additional volume discounts starting at three units.

Terex Utilities Inc. provides aerial platforms, cranes, utility equipment, and boom trucks, covered by a robust warranty that includes coverage for travel and labor. Terex will serve Member needs through 20 service locations across the US, with multiple mobile field technicians. They also offer online parts ordering, tools and accessory ordering capability, with a solid pricing proposal.

The Charles Machine Works offers directional boring equipment, piercing tools, pipe layers, trench rollers, vacuum excavation, pipe and cable locators, trenchers, and vibratory plows under the brand names Ditch Witch, Subsite and HammerHead. They offer in-house financing and leasing options. Charles Machine Works is represented by a dealer network with 126 locations across the US and Canada. They offer a range of significant discounts from MSRP and pass-through pricing on "open-market" items supplied with their equipment.

Thompson Pump and Manufacturing has a wide selection of pumps, including diesel or electric powered, dry priming or wet priming, which are either skid mounted or trailer mounted in various sizes and horsepower ratings. Thompson offers Members many options for arrangements on freight and shipping. Thompson has a strong dealer/distributor network able to service Members' needs. They offer considerable pricing discounts and volume discounts starting at ten units.

Time Manufacturing Co. manufactures a broad selection of bucket trucks, digger derricks, aerial equipment and cable placers under the Versalift, Condor, Skybird and Ruthmann brands. The company has a strong dealer and distributor network to handle sales and service to Members across the US and Canada. Time offers significantly discounted pricing on their primary equipment offerings, as well as accessories.

Vermeer Corporation offers pile drivers, trenchers, plows, trenchless boring, directional drilling, pipeline trenchers, and concrete cutters. They have 109 dealers in the US and 16 in Canada, giving them a demonstrated ability to serve Member needs. Vermeer proposed a range of considerable pricing discounts across product lines and offered volume discounts.

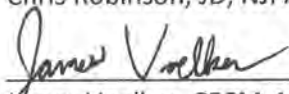
For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #012418 to:

Altec Industries Inc.	#012418-ALT
Elliot Equipment Co.	#012418-EEC
Terex Utilities Inc.	#012418-TER
The Charles Machine Works.	#012418-CMW
Thompson Pump and Manufacturing.	#012418-TPM
Time Manufacturing Co.	#012418-TIM
Vermeer Corporation.	#012418-VRM


The preceding recommendations were approved on March 9, 2018.



Chris Robinson, JD, NJPA Procurement Manager



James Voelker, CFCM, NJPA Procurement Lead Analyst



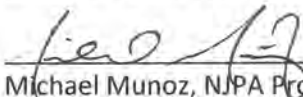
Greg Grunig, NJPA Procurement Lead Analyst



Kim Austin, NJPA Procurement Analyst III



Brandon Town, NJPA Procurement Analyst II



Michael Munoz, NJPA Procurement Analyst II



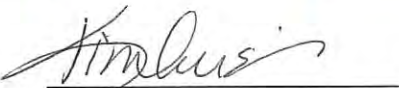
Form G
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

Possible Points		Altec Industries, Inc.	Elliot Equipment Company	GapVax Inc.	Global Pump	Keizer Morris International, Inc.	Pacific-Tek	Ring-O-Matic
Conformance to Terms/ Conditions to Include Documentation	50	43	44	40	39	-	39	37
Pricing	400	358	358	313	312	-	281	339
Financial, Industry and Marketplace Successes	75	68	60	61	58	-	59	57
Bidder's Ability to Sell/ Service Contract Nationally	100	93	90	68	72	-	78	83
Bidder's Marketing Plan	50	43	45	43	41	-	41	39
Value Added Attributes	75	68	69	58	57	-	59	60
Warranty Coverages and Information	50	44	45	39	40	-	41	38
Selection and Variety of Products and Services Offered	200	185	179	165	170	-	156	161
Total Points	1,000	902	890	787	789	0	754	814
Rank Order		1	3	10	9	14	11	8


Possible Points		Terex Utilities Inc.	The Charles Machine Works, Inc.	Thompson Pump and Manufacturing Company Inc.	Time Manufacturing Co	Vermeer Corporation	Wachs Utility Products	Xylem Dewatering Solutions, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	37	38	39	37	43	36	31
Pricing	400	346	356	362	351	356	285	199
Financial, Industry and Marketplace Successes	75	65	67	60	64	68	57	62
Bidder's Ability to Sell/ Service Contract Nationally	100	84	90	82	91	93	69	72
Bidder's Marketing Plan	50	39	43	42	42	45	38	36
Value Added Attributes	75	66	67	60	65	68	56	56
Warranty Coverages and Information	50	42	42	39	43	43	38	39
Selection and Variety of Products and Services Offered	200	171	183	172	178	184	160	155
Total Points	1,000	850	886	856	871	900	739	650
Rank Order		7	4	6	5	2	12	13


Chris Robinson, JD, NJPA


Greg Grunig, NJPA


Kim Austin, NJPA


Brandon Town, NJPA


Michael Munoz, NJPA

www.njpacoop.org



Proposal Opening Record

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

Date of opening: January 25, 2018

The public opening of all responses received to the Request For Proposal #012418 for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES was witnessed by the following individuals:

Carol Jackson, NJPA
Kim Austin, NJPA
Sheila Christoffersen, NJPA
James Voelker, NJPA
Brandon Town, NJPA
Michael Munoz, NJPA

Andy Campbell, NJPA
Chris Robinson, NJPA
Carl Richards, Xylem
Jim Zylstra, Ring-O-Matic

Responses were received from the following:

Altec Industries, Inc. – received 1/22/18 at 3:36:38AM
Proposer deemed responsive

Elliot Equipment Company – received 1/22/2018 at 10:40:57AM
Proposer deemed responsive

GapVax Inc. – received 1/23/18 at 10:51:48AM
Proposer deemed responsive

Global Pump – received 1/24/18 at 12:18:58PM
Proposer deemed responsive

Keizer Morris International, Inc. – received 1/18/18 at 10:50:38AM
Proposer deemed responsive

Pacific-Tek – received 1/24/18 at 11:27:17AM
Proposer deemed responsive
Certificate of insurance – provided; limits below required amount

Ring-O-Matic – received 1/24/18 at 11:27:35AM
Proposer deemed responsive

Terex Utilities Inc. – received 1/24/18 at 11:26:35AM
Proposer deemed responsive

The Charles Machine Works, Inc. – received 1/22/18 at 10:41:53AM
Proposer deemed responsive

Thompson Pump and Manufacturing Company Inc. – received 1/24/18 at 11:27:04AM
Proposer deemed responsive

Time Manufacturing Co – received 1/22/18 at 10:41:31AM
Proposer deemed responsive
Certificate of insurance – provided; limits below required amount

Vermeer Corporation – received 1/24/18 at 11:26:47AM
Proposer deemed responsive

Vermeer Corporation – received 1/24/18 9:48:09AM
Proposer deemed responsive

www.njpacoop.org



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

Wachs Utility Products – received 1/23/18 at 1:36:39PM

Proposer deemed responsive

Xylem Dewatering Solutions, Inc. – received at 1/24/18 3:54:39PM

Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. 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.

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

A handwritten signature in black ink, appearing to read "Chris Robinson", written over a horizontal line.

Chris Robinson, JD, Procurement Manager, NJPA

A handwritten signature in black ink, appearing to read "Kim Austin", written over a horizontal line.

Kim Austin, Procurement Analyst III, NJPA



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

[JANUARY 25, 2018]

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #012418

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 #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, 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 January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

RFP Timeline

December 7, 2017	Publication of RFP in the print and online version of <i>USA Today</i>, in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
January 9, 2018 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.
January 17, 2018	Deadline for RFP questions.
January 24, 2018 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
January 25, 2018 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

TABLE OF CONTENTS

<p>1. DEFINITIONS</p> <ul style="list-style-type: none"> A. Contract B. Proposer C. Sourced Good of Open Market Item D. Vendor <p>2. ADVERTISEMENT OF RFP</p> <p>3. INTRODUCTION</p> <ul style="list-style-type: none"> A. About NJPA B. Joint Exercise of Powers Laws C. Why Respond to a National Cooperative Procurement Contract D. The Intent of This RFP E. Scope of This RFP F. Expectations for Equipment/Products and Services Being Proposed G. Solutions Based Solicitation <p>4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL</p> <ul style="list-style-type: none"> A. Inquiry Period B. Pre-Proposal Conference C. Identification of Key Personnel D. Proposer's Exceptions to Terms and Conditions E. Proposal Format F. Questions & Answers About This RFP G. Modification or Withdrawal of a Submitted Proposal H. Proposal Opening Procedure I. NJPA's Rights Reserved <p>5. PRICING</p> <ul style="list-style-type: none"> A. Line-Item Pricing B. Percentage Discount From Catalog or Category C. Cost Plus a Percentage of Cost D. Hot List Pricing E. Ceiling Price F. Volume Price Discounts/Additional Quantities G. Total Cost of Acquisition H. Sourced Equipment/Products/Open Market Items I. Price and Product Changes J. Payment Terms K. Sales Tax L. Shipping <p>6. EVALUATION OF PROPOSALS</p> <ul style="list-style-type: none"> A. Proposal Evaluation Process B. Proposer Responsiveness 	<ul style="list-style-type: none"> C. Proposal Evaluation Criteria D. Other Consideration E. Cost Comparison F. Marketing Plan G. Certificate Of Insurance H. Order Process and/or Funds Flow I. Administrative Fees J. Value Added K. Waiver of Formalities <p>7. POST AWARD OPERATING ISSUES</p> <ul style="list-style-type: none"> A. Subsequent Agreements B. NJPA Member Sign-up Procedure C. Reporting of Sales Activity D. Audits E. Hub Partner F. Trade-Ins G. Out of Stock Notification H. Termination of a Contract resulting from this RFP <p>8. GENERAL TERMS AND CONDITIONS</p> <ul style="list-style-type: none"> A. Advertising a Contract Resulting From This RFP B. Applicable Law C. Assignment of Contract D. List of Proposers E. Captions, Headings, and Illustrations F. Data Practices G. Entire Agreement H. Force Majeure I. Licenses J. Material Suppliers and Sub-Contractors K. Non-Wavier of Rights L. Protests of Awards Made M. Suspension or Disbarment Status N. Affirmative Action and Immigration Status Certification O. Severability P. Relationship of Parties <p>9. FORMS</p> <p>10. PRE-SUBMISSION CHECKLIST</p> <p>11. PRICE & PRODUCT CHANGE REQUEST FORM</p> <p>12. APPENDIX A</p> <p>13. APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)</p> <p>14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)</p>
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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

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

3 INTRODUCTION

A. ABOUT NJPA

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

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

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

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

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

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 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

3.17.1 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):

3.17.1.1 telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms; and,

3.17.1.2 derricks, diggers, pole jacks, and cable placers, stringers, tensioners, pullers, and reels.

3.17.2 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track), trenchers, directional drilling, thrust, and boring machines, pipeline drills, and soil piercing tools.

3.17.3 Equipment offering a combination of the functions described in subsections 3.17.1 and 3.17.2.

3.17.4 Pumps equal to or exceeding 20HP, such as mud pumps, trash pumps, diesel-driven/hydraulic-driven/electrically-driven centrifugal pumps, and other pumps used in municipal applications such as lift stations, sewage treatment, water treatment, collection systems and dewatering. (A pump proposal may include pump models under 20HP so long as those offerings are incidental to a primary offering of 20HP or higher models.)

3.17.5 Chassis-mounted, trailer-mounted, or skid-mounted hydro and/or vacuum excavators for the purpose of utility (gas, electric, water or telecom) infrastructure installation, but not for the purpose of sewer cleaning, catch basin cleaning, jet rodding/jet flushing, wet well/lift station cleaning or storm line cleaning (See NJPA RFP #122017).

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

3.17.6.1 This solicitation should NOT be construed to include any of the following:

- a. heavy construction equipment (see NJPA RFP #032515);
- b. skid steers or excavators (see NJPA RFP #042815);
- c. trailers (see NJPA RFP #052015);
- d. sewer vacuum, hydro-excavation or street sweeping and broom equipment (See NJPA RFP #122017);
- e. truck chassis-only proposals (see NJPA RFP #081716) or,
- e. ag tractors (see NJPA RFP #021815).

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:

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

3.23.3.1 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.

3.23.3.2 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

3.23.3.3 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.

3.23.3.4 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.

3.23.4 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.

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

3.25 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.

3.25.1 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.

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

3.27 [This section is intentionally blank.]

3.28 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.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 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

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

3.30.1 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.

3.30.2 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:

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

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

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

3.31 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.

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

3.33 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.

3.34 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.

3.35 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

3.36 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.

3.37 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.

3 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 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. 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 Procurement 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 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement 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 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES 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.** At the time of the public opening, the NJPA Director of Procurement 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.

4 **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 \$65 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.

5 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. NPJA 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

7.7 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

7.8 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.

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

D. AUDITS

7.9 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

7.10 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.

7.11 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

7.12 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

7.13 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

7.14 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.

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

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

7.14.3 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;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

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

7.15 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.

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.]

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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

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

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

Industry Recognition & Marketplace Success

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

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

- a) Sales force.
- b) Dealer network or other distribution methods.
- c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

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

Signature: _____ Date: _____

Form B**PROPOSER INFORMATION**

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS**Authorized signer for your organization**

Name: _____

Email: _____ Phone: _____

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

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

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

Company Name: _____

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

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

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #012418

FORM D

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

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that 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: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
 (Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #012418 _____

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** #012418

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

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #012418

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** #012418

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 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

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) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.
- 20) Provide examples from your product offering that are not available from most competitors in this industry.
- 21) Explain how your equipment in this category reduces down-time on the job site.
- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.
- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

24) Explain how your distributors are set up to provide service and support for equipment in this industry.

25) Identify how your products, services and supplies address the scope of this RFP.

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](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Nuui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	CACHE County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalei Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Elmore County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Franklin County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Fremont County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Serv	Gem County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gooding County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Idaho County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Jefferson County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jerome County	Malheur County	Greenwood County	Utah County	Pacific County
State Of Hawaii	Kootenai County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Latah County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Lemhi County	Morrow County	Jasper County	Wayne County	San Juan County
	Lewis County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lincoln County	Polk County	Lancaster County		Skamania County
	Madison County	Sherman County	Laurens County	Municipality	Snohomish County
	Minidoka County	Tillamook County	Lee County	Centerfield City	Spokane County
	Nex Perce County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Oneida County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Owyhee County	Wallawa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Payette County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Power County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Shoshone County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Teton County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Twin Falls County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Valley County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Washington County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
Municipality	City of Aberdeen	City of Albany	Saluda County	City of Cedar City	Municipality
	City of Albion	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of American Falls	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Ammon	City of Ashland	Union County	City of Clearfield	City of Algona
	City of Arco	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Arimo	City of Athens	York County	City of Coalville	City of Arlington
	City of Ashton	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Astol	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Atomic City	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Bancroft	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Bellevue	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Blackfoot	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bliss	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Bloomington	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Boise	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bonners Ferry	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Bovill	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Buhl	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Burley	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Caldwell	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Cambridge	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Carey	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cascade	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Castleford	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Challis	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Chubbuck	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Clayton	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Clifton	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Coeur d'Alene	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Council	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Craigmont	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Crouch	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Culdesac	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Dalton Gardens	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
	City of Dayton	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Deary	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dietrich	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Donnelly	City of Culver	City of Greer	City of Holladay	City of Colfax
		City of Dallas	City of Hanahan	City of Honeyville	City of College Place
		City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Innis	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firih	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Millford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huettner	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kilkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kootsika	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgfield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of F. Mill	City of Taylorsville	City of Napaime
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemmingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rockland City of Rupert City of Salmon City of Sandpoint City of Shelley City of Shoshone City of Smelterville City of Soda Springs City of Spirit Lake City of St. Anthony City of St. Charles City of Stanley City of Star City of Stites City of Sugar City City of Sun Valley City of Tensed City of Tetonia City of Troy City of Twin Falls City of Ucon City of Victor City of Wallace City of Weippe City of Weiser City of Wendell City of Weston City of White Bird City of Wilder City of Winchester Higher Education Boise State University College of Southern Idaho College of Western Idaho Eastern Idaho Technical College Idaho Division of Professional Technical Education Idaho State University Lewis Clark State College North Idaho College University of Idaho Education (K-12) Aberdeen School District No. 58 Arbon Elementary School District No. 383 Avery School District Basin School District No. 72 Bear Lake County School District No. 33 Bear Lake School District No. 33 Blackfoot School District No. 55 Blaine County School District No. 61 Bliss Joint School District No. 234 Bonneville Joint School District No. 93 Boundary County School District No. 101 Brunau-Grand View Joint School District Buhl Joint School District No. 412 Butte County Joint School District No. 111 Caldwell School District No. 132 Camas County School District No. 121 Cambridge School District Cascade School District No. 422 Cassia County Joint School District No. 151 Castletford Joint School District No. 417 Challis Joint School District No. 181 Clark County School District No. 161 Coeur d'Alene School District No. 271 Cottonwood Joint School District No. 242 Council School District No. 13 Culdesac Joint School District No. 342 Dietrich School District No. 314 Emmett Independent School District No. 221 Filer School District No. 413 Firth School District No. 59 Fremont County School District No. 215 Fruitland School District No. 373 Garden Valley School District Genesee Joint School District No. 282 Glenns Ferry Joint School District No. 192 Gooding Joint School District No. 231 Grace Joint School District No. 148 Hagerman Joint School District No. 233 Hansen School District No. 415 Highland Joint School District No. 305 Homedale School District No. 370 Horseshoe Bend School District No. 73 Idaho Falls School District No. 91 Independent School District of Boise City Jefferson County School District No. 251 Jerome Joint School District No. 261 Joint School District No. 2 Kamiah School District No. 304 Kellogg Joint School District 391 Kendrick Joint School District No. 283 Kimberly School District No. 414 Kootenai School District No. 274 Kuna Joint School District No. 3	City of North Bend City of North Plains City of North Powder City of Nyssa City of Oakland City of Oakridge City of Ontario City of Oregon City City of Paisley City of Pendleton City of Philomath City of Phoenix City of Pilot Rock City of Port Orford City of Portland City of Powers City of Prairie City City of Prineville City of Rainier City of Redmond City of Reedsport City of Richland City of Riddle City of Rockaway Beach City of Rogue River City of Roseburg City of Rufus City of Salem City of Sandy City of Scappoose City of Scio City of Scotts Mills City of Seaside City of Seneca City of Shady Cove City of Sheridan City of Sherwood City of Siletz City of Silverton City of Sisters City of Sodaville City of Spray City of Springfield City of St. Helens City of St. Paul City of Starfield City of Stayton City of Sublimity City of Sumpter City of Sutherlin City of Sweet Home City of Talent City of Tangent City of The Dalles City of Tigard City of Tillamook City of Toledo City of Troutdale City of Tualatin City of Turner City of Ukiah City of Umatilla City of Union City of Unity City of Vale City of Veneta City of Vernonia City of Waldport City of Wallowa City of Warrenton City of Wasco City of West Linn City of Westfir City of Weston City of Wheeler City of Willamina City of Wilsonville City of Winston City of Wood Village City of Woodburn City of Yachats City of Yamhill City of Yoncalla Town of Bonanza Town of Butte Falls Town of Canyon City Town of Lakeview Town of Lexington Higher Education Blue Mountain Community College Central Oregon Community College Chemeketa Community College Clackamas Community College Clatsop Community College	Town of Holly Hill Town of Hollywood Town of Honea Path Town of Irmo Town of Iva Town of Jackson Town of James Island Town of Jamestown Town of Jefferson Town of Jenkinsville Town of Johnston Town of Jonesville Town of Kershaw Town of Kiawah Island Town of Kingstree Town of Lake View Town of Lamar South Carolina Town of Lane Town of Latta Town of Lexington Town of Lincolnville Town of Little Mountain Town of Lockhart Town of Lyman Town of Lynchburg Town of Mayesville Town of McBee Town of McClellanville Town of McColl Town of McCormick Town of Meggett Town of Moncks Corner Town of Mt. Pleasant Town of Neeses Town of New Ellenton Town of Nichols Town of Ninety Six Town of Norris Town of North Town of Norway Town of Olanta Town of Pacolet Town of Pageland Town of Pamplico Town of Patrick Town of Pawleys Island Town of Pelton Town of Pelzer Town of Pendleton Town of Perry Town of Port Royal Town of Prosperity Town of Ravenel Town of Reidville Town of Ridge Spring Town of Ridgeland Town of Ridgeville Town of Ridgeway Town of Saint Matthews Town of Saint Stephen Town of Salem Town of Salley Town of Saluda Town of Santee Town of Scranton Town of Seabrook Island Town of Sellers Town of Sharon Town of Six Mile Town of Snelling Town of Society Hill Town of South Congaree Town of Springdale Town of St. George Town of St. Matthews Town of Stuckey Town of Sullivans Island Town of Summerton Town of Summerville Town of Summit Town of Surfside Beach Town of Swansea Town of Timmonsville Town of Trenton Town of Turbeville Town of Ulmer Town of Varnville Town of Wagener Town of Ward Town of Ware Shoals Town of West Pelzer Town of West Union Town of Whitmire Town of Williamston	City of West Valley City City of Willard City of Woodland Hills City of Woods Cross Town of Alta Town of Altamont Town of Alton Town of Amalgam Town of Annabella Town of Antimony Town of Apple Valley Town of Ballard Town of Bear River City Town of Bicknell Town of Big Water Town of Boulder Town of Brian Head Town of Bryce Canyon City Town of Latta Town of Cannonville Town of Cedar Fort Town of Centerfield Town of Central Valley Town of Circleville Town of Clarkston Town of Clawson Town of Cleveland Town of Cornish Town of Daniel Town of Deweyville Town of Eagle Mountain Town of Elmo Town of Elsinore Town of Elwood Town of Emery Town of Fairfield Town of Francis Town of Garden City Town of Genola Town of Glendale Town of Glenwood Town of Goshen Town of Hanksville Town of Hatch Town of Henefer City of Henrieville Town of Hideout Town of Hinckley Town of Holden Town of Howell Town of Huntsville Town of Joseph Town of Junction Town of Kanarraville Town of Kanosh Town of Kingston Town of Kooshareem Town of Leeds Town of Levan Town of Loa Town of Manila Town of Mantua Town of Marysvale Town of Meadow Town of Minersville Town of New Harmony Town of Newton Town of Ophir Town of Orderville Town of Paradise City of Paragonah Town of Portage Utah Town of Randolph Town of Redmond Town of Rockville Town of Rocky Ridge Town of Rush Valley Town of Scipio Town of Seckville Town of Sigurd Town of Springdale Town of Stockton Town of Toquerville Town of Torrey Town of Trenton Town of Ulmer Town of Utricht Town of Verron Town of Vineyard Town of Virgin Town of Wales Town of Wallsburg Utintah Basin Association of Governments Higher Education	City of Pacific City of Palouse City of Pasco City of Pateros City of Pomeroy City of Port Angeles City of Port Orchard City of Port Townsend City of Poulsbo City of Prosser City of Pullman City of Puyallup City of Quincy City of Rainier City of Raymond City of Redmond City of Renton City of Republic City of Richland City of Richfield City of Riverville City of Rock Island City of Roslyn City of Roy City of Royal City City of Sammamish City of SeaTac City of Seattle City of Sedro-Woolley City of Selah City of Sequim City of Shelton City of Shoreline City of Snohomish City of Snoqualmie City of Soap Lake City of South Bend City of Spokane City of Spokane Valley City of Sprague City of Stanwood City of Stevenson City of Sultan City of Sumas City of Sumner City of Sunnyside City of Tacoma City of Tekoa City of Tenino City of Tieton City of Toledo City of Tonasket City of Toppenish City of Tukwila City of Tumwater City of Union Gap City of University Place City of Vader City of Vancouver City of Waitsburg City of Walla Walla City of Wapato City of Warden City of Washougal City of Wenatchee City of West Richland City of Westport City of White Salmon City of Winlock City of Woodinville City of Woodland City of Yakima/Yakima County City of Yelm City of Zillah Consolidated Borough of Quil Ceda Village Grays Harbor Council of Governments Town of Almira Town of Beaux Arts Village Town of Bucoda Town of Carbonado Town of Cathlamet Town of Clyde Hill Town of Colton Town of Conconully Town of Concrete Town of Coulee City Town of Coulee Dam Town of Coupeville Town of Creston Town of Cusick Town of Darrington Town of Eastonville Town of Elmer City Town of Endicott

Idaho	Oregon	South Carolina	Utah	Washington
Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lawpai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Midvale School District No. 432 Minidoka County School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint District No. 322 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whiteline Joint School District No. 288 Wildor School District No. 133	Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Development Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University Education (K-12) Adel School District 21 Adrian School District Aisea School District No. 7J Amity School District 4J Annes School District 29 Arlington School District No. 3 Arocl School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District No. 291 Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District No. 52 Blachly School District Blachly School District 90 Brookings Harbor School District Camas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 4J Colton School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Echo School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511 J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District	Town of Williston Town of Winnsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Education South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Center Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Bamberg School District No. 2 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County Schools Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Dixie State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Uintah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Box Elder School District Cache County School District Canyons School District Carbon School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Logan City School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete School District North Summit School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Off Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Uintah School District Wasatch County School District Washington County School District Wayne County School District Weber School District Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Ballard Water and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Housing Authority Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hattton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twisp Town of Uniontown Town of Washucna Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Wilson Creek Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community Colleges District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College
Special District Ada County Emergency Medical Services District Ada County Highway District Adams County Recreation District Ahsahka Water and Sewer District Albion Highway District Alpine Meadows Water and Sewer District American Falls Free Library District American Falls Housing Authority Atlanta Highway District Avery Water and Sewer District Avondale Irrigation District Bayview Water and Sewer District Bear Lake County Library District Bench Sewer District Benewah County Free Library District Big Canyon Fire District Blaine County Housing Authority Blaine County Recreation District Bliss Fire District Boise Basin Library District Boise City/Ada County Housing Authority Boise-Kung Irrigation District Bonneville County Fire District No. 1 Bruneau Valley District Library Bruneau Water and Sewer District Buhl Highway District Buhl Rural Fire Protection District Burley Highway District Caldwell Housing Authority Canyon Highway District No. 4				

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District Castelford Rural Fire District Central Fire District Central Orchards Sewer District Central Shoshone County Water District Clark County District Library Clarkia Free Library District Clarkia Highway District Clearwater Free Library District Clearwater Highway District Clearwater Soil and Water Conservation District Hillburo School District No. 1J Consolidated Free Library District Cottonwood Highway District Custer Soil and Water Conservation District Dietrich Fire District Dietrich Highway District Doumeq Highway District Downey Swan Lake Highway District Dry Creek Cemetery Maintenance District Eagle Fire Protection District Eagle Sewer District East Bonner County Free Library District East Bonner County Library District East Greenacres Irrigation District Eastern Idaho Public Health District Eastern Idaho Regional Wastewater Authority Elk River Free Library District Elmore Soil and Water Conservation District Fenn Highway District Ferdinand Highway District Fish Haven Mosquito Abatement District Fremont County District Library Friedman Memorial Airport Authority Garden Valley District Library Garden Valley Fire Protection District Garden Valley Recreation District Gateway Fire Protection District Gem County Fire Protection District Gem County Mosquito Abatement District Glenns Ferry Highway District Golden Gate Highway District No. 3 Gooding County Memorial Hospital District Grace District Library Grangeville Highway District Greater Bonder Water and Sewer District Greater Boise Auditorium District Greater Middleton Parks and Recreation District Greater Swan Valley Fire Protection District No. 2 Groveland Water and Sewer District Harbor View Estates Water and Sewer District Hayden Lake Irrigation District Hayden Lake Recreational Water and Sewer District Hillsdale Highway District Homedale Highway District Hoo Doo Water and Sewer District Horseshoe Bend Fire Protection District Idaho Soil and Water Conservation District Indian Valley Rural Fire District Iona-Bonneville Sewer District Island Park Fire District Jerome Highway District Jerome Recreation District Jerome Rural Fire District No. 1 Kamiah Fire Protection District Kamiah Highway District Ketchum Rural Fire Protection District Kidder Harris Highway District Kingston Water District Kootenai County Water District No. 1 Kootenai Ponderay Sewer District Kootenai-Shoshone Soil and Water Conservation Distr Kuna Library District Laclede Water District Lakes Highway District Latah County Library District Latah Soil and Water Conservation District Lemhi Soil and Water Conservation District Lewiston Orchards Irrigation District Lewiston-Nez Perce County Regional Airport Authority Lincoln County Recreation District Little Blacktail Ranch Water District Little Wood River Library District Lizard Butte Library District Lost River Highway District M&T Water and Sewer District Mackay Free Library District Madison Library District Marsing Rural Fire District McCall Fire Protection District McCall Memorial Hospital District Meridian Cemetery Maintenance District Meridian Library District Meridian Rural Fire Protection District	Grant School District No. 3 Grants Pass School District No. 7 Greater Albany Public School District 8J Gresham-Berlew School District No. 1J Harney County School District No. 3 Harney Education Service District Harper School District No. 66 Harrisburg School District No. 7 Helix School District No. 1-R Hermiston School District High Desert Education Service District Hillburo School District No. 1J Hood River County School District Huntington School District No. 16J Imbler School District No. 11 InterMountain Education Service District Ione School District R2 Jackson County School District No. 9 Jackson Education Service District Jefferson County School District No. 509-J Jefferson School District Jewell School District No. 8 John Day School District No. 3 Jordan Valley School District No. 3 Joseph School District No. 6 Junction City School District No. 69 Klamath County School District Klamath Falls City Schools Knappa School District La Grande School District No. 1 Lake County School District No. 7 Lake Ed Service District Lake Oswego School District No. 7J Lakeview School District No. 7 Lane Education Service District Lebanon Community School District No. 9 Lincoln County School District Linn-Benton-Lincoln Education Service District Long Creek School District No. 17 Lowell School District No. 71 Mapleton School District No. 32 Marcola School District No. 79J McKenzie School District McMinnville School District No. 40 Medford School District No. 549C Milton-Freewater School District No. 7 Mitchell School District No. 55 Molalla River School District Monument School District Morrow County School District Mt. Angel School District Multnomah Education Service District Consortium Myrtle Point School District Neah-Kah-Nie School District No. 56 Nestucca Valley School District No. 101 New Hope Christian Schools Newberg School District No. 29J North Bend School District No. 13 North Central Education Service District North Clackamas School District No. 12 North Douglas School District No. 22 North Lake School District North Marion School District No. 15 North Santiam School District No. 29 North Wasco County School District No. 21 Northwest Regional Education Service District Nyssa School District No. 26 Oakland School District Oakridge School District No. 76 Ontario School District No. 86 Oregon City School District No. 62 Oregon Trail School District No. 46 Paisley School District No. 11 Parkrose School District No. 3 Pendleton School District No. 16 Perrydale School District No. 21J Philomath School District No. 17J Phoenix-Talent School District Pilot Rock School District No. 2 Pine Eagle School District No. 61 Pinehurst School District Pleasant Hill School District Plush School District 18 Port Orford-Langlois School District No. 2CJ Portland Public School District No. 1 Powers School District No. 31 Prairie City School District No. 13 Prospect School District Rainier School District No. 14 Redmond School District No. 2J Reedsport School District No. 105 Region 9 Education Service District Reynolds School District No. 7 Riddle School District No. 70	Lexington County School District No. 2 Grants Pass School District No. 7 Lexington County School District No. 4 Lexington-Richland County Water Improvement District No. 5 Marion County School District Marion County School District No. 7 Mariboro County School District McCormick County School District Newberry County School District Oconee County School District Orangeburg Consolidated School District Four Orangeburg County Consolidated School District No. 3 Orangeburg County Consolidated School District No. 5 Pickens County School District Richland County School District No. 1 Richland County School District No. 2 Rock Hill School District No. 3 Saluda School District No. 1 South Carolina Public Charter School District Spartanburg County School District No. 1 Spartanburg County School District No. 2 Spartanburg County School District No. 3 Spartanburg County School District No. 4 Spartanburg County School District No. 5 Spartanburg County School District No. 6 Spartanburg County School District No. 7 Sumter School District Sumter School District No. 17 Sumter School District No. 2 Union County School District Ware Shoals School District No. 51 Williamsburg County Schools Williston School District No. 29 York School District No. 1 Special District Abbeville Housing Authority Aiken Housing Authority Anderson Housing Authority Atlantic Beach Housing Authority Beaufort Housing Authority Beaufort-Jasper Water and Sewer Authority Beech Island Rural Community Water District Belton-Honea Path Water Authority Bennettsville Housing Authority Berea Public Service District Berkeley County Water and Sanitation Authority Big Creek Water and Sewerage District Bluffton Township Fire District Boiling Springs Fire District, Greenville County Broad Creek Public Service District Buffalo-Mt. Pisgah Fire Protection District Burton Fire District Central Midlands Regional Transit Authority Charleston Area Regional Transportation Authority Charleston County Aviation Authority Charleston County Housing and Redevelopment Authority Charleston Housing Authority Charleston Naval Complex Redevelopment Authority Charleston Soil and Water Conservation District Cheraw Housing Authority Chester Housing Authority Chester Metropolitan District Chester Sewer District Coast Regional Transportation Authority Columbia Housing Authority Conway Housing Authority Daniel Morgan Water District Darlington County Fire District Darlington County Water and Sewer Authority Darlington Housing Authority Donalds-Due West Water and Sewer Authority Dorchester County Sales Tax Transportation Authority Dorchester County Water Authority Duncan Chapel Fire District Easley Housing Authority Easley-Central Water District East Richland County Public Service District Edgefield County Water and Sewer Authority Florence Housing Authority Fort Mill Housing Authority Frapp Island Public Service District Gaffney Housing Authority Gaston Rural Community Water District Georgetown County Water and Sewer District Georgetown Housing Authority Gilbert-Summit Rural Water District Grand Strand Water and Sewer Authority Greenville Arena District Greenville County Recreation District Greenville County Redevelopment Authority Greenville Water Authority Greenwood Metropolitan District Greer Housing Authority	Davis Community Housing Authority Davis County Housing Authority Davis-Salt Lake Aerial Spray Authority Duchesne County Upper County Water Improvement District Duchesne County Water Conservancy District Emery County Housing Authority Emery County Municipal Building Authority Emery County Special Service District No. 1 Emery Water Conservancy District Emigration Improvement District Fruitland Special Service District Garden City Fire District Grand County Housing Authority Granger-Hunter Improvement District Heber Valley Special Service District Hooper Water Improvement District Jensen Water Improvement District Johnson Water Improvement District Jordan Valley Water Conservancy District Jordanville Special Service District Juab Special Service Fire District Kane County Water Conservancy District Kearns Improvement District Lake Point Improvement District Logan-Cache Airport Authority Maeser Water and Sewer Improvement District Magna Mosquito Abatement District Magna Water District Metropolitan Water District of Salt Lake and Sandy Midvalley Improvement District Midway Sanitation District Milford Area Healthcare Service District Moab Mosquito Abatement District Moab Valley Fire Protection District Mountain Green Sewer Improvement District Mountain Regional Water Special Service District Mountain View Special Service District Mt. Olympus Improvement District North Davis County Sewer District North Davis Fire District North Emery Water Users Special Service District North Fork Special Services District North Pointe Solid Waste Special Service District North Summit Fire District North Tooele County Fire Protection District North Utah Water Conservancy District North View Fire District Ogden Housing Authority Ouray Park Water Improvement District Park City Fire Service District Price River Water Improvement District Provo Housing Authority Rockville/Springdale Fire Protection District Roosevelt City Housing Authority Salt Lake City Housing Authority Salt Lake City Mosquito Abatement District Salt Lake County Housing Authority Sandy Suburban Improvement District Scofield Reservoir Special Service District Sevier County Special Service District No. 1 Skyline Mountain Special Service District Snyderville Basin Special Recreation District Snyderville Basin Water Reclamation District Solid Waste Special Service District No. 1 South Davis Sewer District South Davis Water District South Ogden Conservation District South Salt Lake Valley Mosquito Abatement District South Summit Fire Protection District South Utah Valley Solid Waste District Southern Valley Sewer District Southeastern Utah Housing Authority Spanish Valley Water and Sewer Improvement District St. George Housing Authority Stansbury Park Improvement District Strawberry Electric Service District Sugar House Park Authority Tabby Valley Park Special Service District Taylorville Water Improvement District Thompson Special Service District Timpanogas Special Service District Tooele County Housing Authority Tooele County Recreation Special Service District Tridell-Lapoint Water Improvement District Uintah Animal Control and Shelter Special Service District Uintah County Municipal Building Authority Uintah Fire Suppression Special Service District Uintah Health Care Special Service District Uintah Highlands Water and Sewer Improvement District Uintah Mosquito Abatement District Uintah Recreation District Uintah Transportation Special Service District Uintah Water Conservancy District Unified Fire Authority	Education (K-12) Aberdeen School District No. 5 Adna School District No. 226 Almira School District No. 17 Anacortes School District No. 103 Arlington Public Schools Asotin-Anatone School District Auburn School District No. 408 Bainbridge Island School District No. 303 Battle Ground School District No. 119 Bellevue Christian School District Bellevue School District No. 405 Bellingham School District No. 301 Benge School District No. 122 Bethel School District No. 403 Bickleton School District Blaine School District No. 503 Boistfort School District No. 234 Bremerton School District Brewster School District No. 111 Bridgport School District No. 75 Brimson School District No. 46 Burlington-Edison School District No. 100 Camas School District Cape Flattery School District No. 401 Capital Region Educational Service District No. 113 Carbondale Historical School District No. 19 Cascade Christian Schools Cascade School District No. 228 Cashmere School District No. 222 Castle Rock School District No. 401 Central Kitsap School District No. 401 Central Valley School District No. 356 Centralia School District No. 401 Chehalis School District No. 302 Cheney School District No. 360 Chewelah School District No. 36 Chief Leschi School System Chimacum School District No. 49 Clarkston School District No. 1250-185 Cle Elum-Roslyn School District Clover Park School District No. 400 Colfax School District No. 300 College Place School District No. 250 Colton School District No. 306 Columbia School District No. 206 Columbia School District No. 206, Stevens County Columbia School District No. 400 Colville School District No. 115 Concrete School District No. 11 Conway Consolidated School District No. 317 Cosmopolis School District Coulee-Hartline School District No. 151 Coupville School District No. 204 Crescent School District Creston School District No. 73 Curlew School District No-50 Cusick School District Darrington School District No. 330 Davenport School District No. 207 Dayton School District No. 2 Deer Park School District No. 414 Dieringer School District Dixie School District East Valley School District No. 361 East Valley School District No. 361, Spokane County East Valley School District No. 90, Yakima County Eastmont School District No. 206 Eatonville School District No. 404 Edmonds School District No. 15 Educational Service District No. 112 Ellensburg School District No. 401 Elma School District No. 68 Endicott School District No. 308 Entiat School District No. 127 Enumclaw School District No. 216 Ephrata School District No. 165 Evaline School District No. 36 Everett School District No. 2 Evergreen School District No. 114, Clark County Evergreen School District No. 205 Federal Way Public Schools Ferndale School District No. 502 File School District No. 417 Finley School District Franklin Pierce School District No. 402 Freeman School District No. 358 Garfield School District No. 302 Glenwood School District Goldendale School District Grand Coulee Dam School District Grandview School District No. 200 Granger School District No. 204 Granite Falls School District No. 332

Idaho	Oregon	South Carolina	Utah	Washington	
Mica Kidd Island Fire Protection District Middleton Rural Fire District Midvale Fire Protection District Minidoka County Fire Protection District Minidoka County Highway District Moreland Water and Sewer District Mountain Home Highway District Mountain Rides Transportation Authority Nampa and Meridian Irrigation District Nampa Highway District No. 1 Nampa Housing Authority New Plymouth Fire District North Bingham County Fire District Library North Custer Hospital District North Kootenai Water and Sewer District North Lake Recreational Sewer and Water District North Latah County Highway District Northern Lakes Fire District Northside Fire District Notus-Parma Highway District No. 2 Oakley Highway District Oakley Library District Ola District Library Oneida County Fire District Oregon Trail Recreation District Outlet Bay Water and Sewer District Panhandle Health District Parma Rural Fire Protection District Pine Ridge Water and Sewer District Pinehurst Water District Pioneer Irrigation District Placerville Fire Protection District Pocatello Housing Authority Pocatello-Chubbuck Auditorium District Portneuf District Library Post Falls Highway District Power County Highway District Prairie Highway District Prairie-River Library District Progressive Irrigation District Raft River Highway District Rapid River Water and Sewer District Richfield District Library Riverside Independent Water District Rock Creek Fire District Rockland Rural Fire District Rogerson Water District Ross Point Water District Sagle Fire District Salmon River Clinic Hospital District Sam Owen Fire District Santa-Fernwood Water and Sewer District Schweitzer Fire-Rescue District Settlers Irrigation District Shelley/Firth Fire District Shoshone City & Rural Fire District Shoshone County Fire Protection District No. 2 Shoshone Highway District No. 2 South Bannock Library District South Bingham Soil Conservation District South Boundary Fire Protection District South Custer Fire District South Fork Coeur d'Alene River Sewer District South Latah Highway District Southside Water and Sewer District Southwestern Idaho Cooperative Housing Authority St. Maries Fire Protection District Star Joint Fire District Star Sewer and Water District Sun Valley Water and Sewer District Sunset Heights Water District Targhee Regional Public Transit Authority Targhee Regional Public Transportation Authority Teton County Fire Protection District Three Creek Highway District Three Mile Water District Timberlake Fire Protection District Twin Falls Highway District Twin Falls Housing Authority Twin Falls Rural Fire Protection District Twin Ridge Rural Fire District Union Independent Highway District Upper Fords Creek Rural Fire District Warm Lake Recreational Water District Wendell Highway District West Boise Sewer District West Bonner Library District West Bonner Water and Sewer District West Pend Oreille Fire District Western Ada Recreation District Western Elmore County Recreation District Wilder Irrigation District Wilder Public Library District Wilder Rural Fire Protection District	Riverdale School District No. 51J Rogue River School District No. 35 Roseburg Public Schools Salem-Keizer Public School District No. 24J Santiam Canyon School District No. 129J Santiam Christian Schools Scappoose School District No. 1J Scio School District No. 95C Seaside School District Sheridan School District No. 48J Sherman County School District Sherwood School District No. 88J Silver Falls School District No. 4J Sisters School District No. 6 Siuslaw School District No. 97J South Coast Education Service District, Region No. 7 South Lane School District No. 45J3 South Umpqua School District No. 19 South Wasco County School District No. 1 Southern Oregon Education Service District Spray School District No. 1 Springfield School District No. 19 St. Helens School District No. 502 St. Paul School District No. 45 Stanfield School District No. 61 Sutherlin School District No. 130 Sweet Home School District No. 55 Three Rivers School District Tigard-Tualatin School District No. 23J Tillamook School District No. 9 Ukiah School District 80 R Umatilla School District No. 6 Union School District 5 Vale School District No. 84 Vernonia School District No. 47J Wallowa School District No. 12 Warrenton-Hammond School District No. 30 West Linn-Wilsonville School District Willamette Education Service District Willamina School District No. 30J Winston-Dillard School District No. 116 Woodburn School District No. 103 Yamhill-Carlton School District No. 1 Yoncalla School District No. 32 Special District Adair Rural Fire Protection District Amity Fire District Applegate Valley Fire District No. 9 Arch Cape Sanitary District Arch Cape Water District Arnold Irrigation District Aumville Rural Fire District Baker County Library District Baker Rural Fire Protection District Baker Valley Soil and Water Conservation District Bandon Rural Fire Protection District Barlow Water Improvement District Bay Area Hospital District Bend Parks and Recreation District Beverly Beach Water District Black Butte Ranch Rural Fire Protection District Blue Mountain Hospital District Blue River Water District Boardman Park and Recreation District Boardman Rural Fire Protection District Boring Water District No. 24 Boulder Creek Retreat Special Road District Brownsville Rural Fire District Buell-Red Prairie Water District Bunker Hill Sanitary District Burlington Water District Camellia Park Sanitary District Canon Beach Rural Fire Protection District Central Lincoln People's Utility District Central Oregon Irrigation District Central Oregon Park and Recreation District Central Oregon Regional Housing Authority Charleston Fire District Charleston Sanitary District Chehallem Park and Recreation District Chenoweth Water Public Utility District Chiloquin-Agency Lake Rural Fire Protection District Christmas Valley Domestic Water Supply District Christmas Valley Park and Recreation District Clackamas County Fire District No. 1 Clackamas County Housing Authority Clackamas County Soil and Water Conservation District Clatskanie Park and Recreation District Clatskanie People's Utility District Clatskanie Rural Fire Protection District Clatsop Care Center Health District Clatsop County Housing Authority Cloverdale Rural Fire Protection District Coburg Rural Fire Protection District	Riversdale School District No. 51J Rogue River School District No. 35 Roseburg Public Schools Salem-Keizer Public School District No. 24J Santiam Canyon School District No. 129J Santiam Christian Schools Scappoose School District No. 1J Scio School District No. 95C Seaside School District Sheridan School District No. 48J Sherman County School District Sherwood School District No. 88J Silver Falls School District No. 4J Sisters School District No. 6 Siuslaw School District No. 97J South Coast Education Service District, Region No. 7 South Lane School District No. 45J3 South Umpqua School District No. 19 South Wasco County School District No. 1 Southern Oregon Education Service District Spray School District No. 1 Springfield School District No. 19 St. Helens School District No. 502 St. Paul School District No. 45 Stanfield School District No. 61 Sutherlin School District No. 130 Sweet Home School District No. 55 Three Rivers School District Tigard-Tualatin School District No. 23J Tillamook School District No. 9 Ukiah School District 80 R Umatilla School District No. 6 Union School District 5 Vale School District No. 84 Vernonia School District No. 47J Wallowa School District No. 12 Warrenton-Hammond School District No. 30 West Linn-Wilsonville School District Willamette Education Service District Willamina School District No. 30J Winston-Dillard School District No. 116 Woodburn School District No. 103 Yamhill-Carlton School District No. 1 Yoncalla School District No. 32 State Santee-Lynches Regional Council of Governments South Carolina Department of Health and Environmental Control South Carolina Department of Mental Health South Carolina Department of Revenue South Carolina General Services Division South Carolina Office of Regulatory Staff South Carolina State Budget and Control Board South Carolina State Treasurer's Office State Of South Carolina	Hartsview Housing Authority Hilton Head No. 1 Public Service District Holly Springs Fire-Rescue District Homeland Park Water and Sewer District James Island Public Service District Kingsree Housing Authority Lady's Island-St. Helena Fire District Lake City Housing Authority Lancaster County Water and Sewer District Lancaster Housing Authority Lancaster Soil and Water Conservation District Laurens Housing Authority Lexington County Health Services District, Inc. Liberty-Chesnee-Fingerville Water District Local Housing Authority Lowcountry Regional Transportation Authority Lugoff-Elgin Water Authority Marion Housing Authority Marlboro County Housing Authority McColl Housing Authority Medical University Hospital Authority Metropolitan Sewer Sub-District Mitford Water and Sewer District Mullins Housing Authority Murrells Inlet-Garden City Fire District Myrtle Beach Air Force Base Redevelopment Authority Myrtle Beach Housing Authority Newberry County Water and Sewer Authority Newberry Housing Authority North Charleston Housing Authority North Charleston Sewer District North Greenville Fire District Oconee County Joint Regional Sewer Authority Parker Sewer and Fire Subdistrict Patriots Point Development Authority Pee Dee Regional Airport District Pee Dee Regional Transportation Authority Piedmont Public Service District Pioneer Rural Water District Powdersville Water District Richland-Lexington Airport District Richland-Lexington Riverbanks Park District Rock Hill Housing Authority Saluda County Water and Sewer Authority Sandy Springs Water District Santee Fire Service District Santee Waterree Regional Transportation Authority Sheldon Township Fire District Slater-Marietta Fire District South Carolina Housing Authority Bond Council South Carolina Public Employee Benefit Authority South Carolina Regional Housing Authority No. 1 South Carolina Regional Housing Authority No. 3 South Carolina State Education Assistance Authority South Carolina State Fiscal Accountability Authority South Carolina State Housing Finance and Development Authority South Carolina State Ports Authority South Greenville Fire District South Island Public Service District Southside Rural Community Water District Spartanburg Housing Authority Spartanburg Regional Health Services District St. Andrews Public Service District South Carolina St. John's Fire District Starr-va Water and Sewer District Startex-Jackson-Wellford-Duncan Water District Sumter Housing Authority Talatha Rural Community Water District Taylors Fire and Sewer District Three Rivers Solid Waste Authority Tigersville Fire District Tri-County Solid Waste Authority Union Housing Authority Valley Public Service Authority Waccamaw Regional Transportation Authority Wedgetfield Stateburg Water District West Anderson Water District Westview-Fairforest Fire District Whitney Fire Protection District Williamsburg County Transit Authority Williamsburg County Water and Sewer Authority Woodruff Housing Authority Woodruff-Roeback Water District York County Natural Gas Authority	Utah County Housing Authority Utah Paiute Housing Authority Utah Transit Authority Utah Valley Dispatch Special Service District Wasatch County Fire District Wasatch Front Waste and Recycling District Wasatch Integrated Waste Management District Washington County Water Conservancy District Waste Management Service District No. 5 Weber Basin Water Conservancy District Weber Fire District Weber Mosquito Abatement District Weber-Box Elder Conservation District Wellsville-Mendon Conservancy District White City Water Improvement District Woodruff Fire District State State Of Utah Utah Department of Administrative Services Utah Department of Health Utah State Legislature Utah State Treasurer Tribal Confederated Tribes of the Goshute Reservation Kanoash Band of the Paiute Indian Tribe of Utah Koosharem Band of the Paiute Indian Tribe Northwestern Band of Shoshone Nation Northwestern Band of the Shoshone Nation Housing Authority Paiute Indian Tribe of Utah Skull Valley Band of Goshute Indians Ute Indian Tribe	Grapeview School District No. 54 Great Northern School District Green Mountain School District No. 103 Griffin School District No. 324 Harrington Public Schools Highland School District No. 203 Highline School District No. 401 Hockinson School District Hood Canal School District No. 404 Hoquiam School District No. 28 Inchelium School District No. 70 Issaquah School District No. 411 Kahlotus School District No. 56 Kalama School District No. 402 Keller School District No. 3 Kelso School District No. 458 Kennewick School District No. 17 Kent School District No. 415 Kettle Falls School District No. 212 Kiona-Benton City School District No. 52 Kittitas School District Klickitat School District No. 402 La Center School District La Conner School District LaCrosse School District Lake Chelan School District No. 129 Lake Quinalt School District No. 97 Lake Stevens School District No. 4 Lake Washington School District No. 414 Lakewood School District No. 306 Lamont School District Liberty School District No. 362 Lind School District Longview School District No. 122 Loon Lake School District No. 183 Lopez Island School District No. 144 Lyle School District No. 406 Lynden School District No. 504 Mabton School District No. 120 Mansfield School District No. 207 Manson School District Mary M. Knight School District Mary Walker School District No. 207 Marysville School District No. 25 McCleary School District No. 65 Mead School District No. 354 Medical Lake School District No. 326 Mercer Island School District No. 400 Meridian School District No. 505 Methow Valley School District Monroe School District No. 103 Montesano School District No. 66 Morton School District No. 214 Moses Lake School District No. 161 Mossyrock School District No. 206 Mt. Adams School District No. 209 Mt. Baker School District No. 507 Mt. Vernon School District No. 320 Mukilteo School District No. 6 Naches Valley School District No. 3 Napavine School District No. 14 Naselle-Grays River Valley School District No.165 Nespelem School District No. 14 Newport School District No. 56-415 Nine Mile Falls School District No. 325/179 Nooksack Valley School District No. 506 North Beach School District No. 64 North Franklin School District No. 51 North Kitsap School District No. 400 North Mason School District North Thurston Public Schools Northport School District No. 211 Northshore School District No. 417 Oak Harbor School District No. 201 Oakesdale School District No. 324 Oakville School District No. 400 Ocean Beach School District No. 101 Ocoosa School District No. 172 Odesa School District No. 105 Okanagan School District No. 105 Olympia School District No. 111 Olympic Educational Service District Omak School District No. 19 Onalaska School District No. 300 Onion Creek School District No. 30 Orcas Island School District No. 137 Orchard Prairie School District No. 123 Orient School District No. 65 Oroville School District No. 410 Orting School District No. 344 Othello School District Palisades School District No. 102 Palouse School District No. 301 Pasco School District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District Winona Highway District Worley Fire District Worley Highway District State Idaho Department of Administration Idaho Department of Health and Welfare State Of Idaho Tribal Coeur d'Alene Tribe Kootenai Tribe of Idaho Nez Perce Tribal Enterprises Nez Perce Tribe Shoshone-Bannock Tribes	Colton Fire District Colton Water District Columbia Corridor Drainage Districts Joint Contracting Authority Columbia Health District Columbia Improvement District Columbia River People's Utility District Columbia Soil and Water Conservation District Coos County Airport District Coos County Library Service District Coquille Indian Housing Authority Coquille Valley Hospital District Corbett Water District Corvallis Rural Fire Protection District Cove Rural Fire Protection District Crooked River Ranch Rural Fire Protection District Crooked River Ranch Special Road District Curry Health District Curry Public Library District Dallas Cemetery District No. 4 Dean Minard Water District Dee Rural Fire Protection District Deschutes County 911 Service District Deschutes County Rural Fire District No. 1 Deschutes Valley Water District Devils Lake Water Improvement District Dexter Rural Fire Protection District Douglas County Fire District No. 2 Douglas County Housing Authority Douglas Soil and Water Conservation District Drakes Crossing Rural Fire Protection District Dufur Recreation District Eagle Valley Soil and Water Conservation District East Fork Irrigation District East Multnomah Soil and Water Conservation District East Umatilla County Health District East Valley Water District Echo Rural Fire District Elsie-Vinemapple Rural Fire Protection District No. 11 Emerald People's Utility District Estacada Rural Fire District No. 69 Fairview Water District Falcon Cove Beach Water District Farmers Irrigation District Gardiner Sanitary District Gaston Rural Fire District Gates Rural Fire Protection District Gearhart Rural Fire Protection District Glendale Rural Fire Protection District Gleneden Sanitary District Goshen Fire District Government Camp Sanitary District Grand Ronde Sanitary District Grant County Transportation District Grant Soil and Water Conservation District Grants Pass Irrigation District Green Sanitary District Hahlen Road Special District Halsey-Shedd Rural Fire Protection District Hamlet Rural Fire Protection District Harbor Sanitary District Harbor Water Public Utility District Harney District Hospital Harney Soil and Water Conservation District Harriman Rural Fire Protection District Hazedell Rural Fire Protection District Hebo Joint Water and Sewer Authority Heceta Water District Hermiston Cemetery District Hermiston Fire and Emergency Services District Hermiston Irrigation District Hood River County Library District Hood River County Transportation District Hood River Valley Parks and Recreation District Hoodland Fire District No. 74 Hubbard Rural Fire Protection District Ice Fountain Water District Illinois Valley Rural Fire Protection District Ione Rural Fire Protection District Irrigon Community Park and Recreation Maintenance District Jackson County Airport Authority Jackson County Fire District No. 3 Jackson County Fire District No. 5 Jackson County Housing Authority Jackson County Library District Jackson County Vector Control District Jackson Soil and Water Conservation District Jefferson Rural Fire Protection District John Day/Canyon City Parks and Recreation District Junction City Rural Fire Protection District Juniper Flat Rural Fire Protection District Keating Soil and Water Conservation District Kelzer Rural Fire Protection District Keno Fire Protection District Kernville-Gleneden Beach-Lincoln Beach Water District	Township Township of Grand Meadow Tribal Catawba Indian Nation		Pateros School District Paterson School District No. 50 Pe Ell School District No. 301 Peninsula School District Pioneer School District No. 402 Pomeroy School District No. 110 Port Angeles School District No. 121 Port Townsend School District No. 50 Prescott School District No. 402-37 Pride Prep Schools Prosser School District No. 116 Pugett Sound Educational Service District Pulman School District No. 267 Puyallup School District No. 3 Queets-Clearwater School District No. 20 Quilcene School District No. 48 Quillayute Valley School District No. 402 Quincy School District No. 144 Rainier School District No. 307 Raymond School District No. 116 Reardan-Edwall School District Renton School District No. 403 Republic School District Richland School District No. 400 Ridgefield School District No. 122 Ritzville School District Riverside School District Riverview School District No. 407 Rochester School District Rosalia School District No. 320 Royal School District San Juan Island School District No. 149 Satsop School District No. 104 Seattle Public Schools Sedro-Woolley School District No. 101 Selah School District No. 119 Selkirk School District No. 70 Sequim School District No. 323 Shaw Island School District No. 10 Shelton School District No. 309 Shoreline School District No. 412 Skykomish School District Snohomish School District No. 201 Snoqualmie Valley School District No. 410 Soap Lake School District No. 156 South Bend School District No. 118 South Kitsap School District No. 402 South Whidbey School District No. 206 Southside School District Spokane Public Schools Sprague School District St. John School District No. 322 Stanwood-Camano School District No. 401 Steilacoom Historical School District No. 1 Steptoe School District No. 304 Stevenson-Carson School District No. 303 Sultan School District No. 311 Summit Valley School District 202 Summer School District No. 320 Sunnyside School District No. 201 Tacoma School District No. 10 Taholah School District No. 77 Tahoma School District No. 409 Tekoa School District No. 265 Tenino School District No. 402 Thorp School District No. 400 Toledo School District No. 237 Tonasket School District Toppensish School District No. 202 Touchet School District No. 300 Toulie Lake School District No. 130 Trout Lake School District No. R-400 Tukwilla School District No. 406 Tumwater School District No. 33 Union Gap School District No. 2 University Place School District No. 83 Valley School District Valley School District No. 70 Vancouver School District No. 37 Vashon Island School District No. 402 Wahkiakum School District No. 200 Wahluke School District No. 73 Waitsburg School District Walla Walla School District No. 140 Wapato School District No. 207 Warden School District No. 146-161 Washington Schools Risk Management Pool Washington State Educational Service District Washougal School District Washtucna School District Waterville School District No. 209 Wellpinit School District Wenatchee School District No. 246 West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No.1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Cos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District			West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205 <u>Special District</u> Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnegie Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 11 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District

Idaho	Oregon	South Carolina	Utah	Washington
	Pleasant Home Water District Polk County Fire District No-1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetery Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangri-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silverton Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetery Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swalley Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatan Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetery District Vale Oregon Irrigation District Valley View Water District Vandeventer Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District		Clinton Water District Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Cowiche Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanagan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanagan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District
		State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon			
		Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Lake Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elwha Housing Authority Lower Squilchuck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Makah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Moab Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Highline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3 Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No- 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Rosa Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scotchett Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17 Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District
					State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowlitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Malah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
City of Bristol
City of Buena Vista
City of Charlottesville
City of Chesapeake
City of Colonial Heights
City of Covington
City of Danville
City of Emporia
City of Fairfax
City of Falls Church
City of Franklin
City of Fredericksburg
City of Galax
City of Hampton
City of Harrisonburg
City of Hopewell
City of Lexington
City of Lynchburg
City of Manassas
City of Manassas Park
City of Martinsville
City of Newport News
City of Norfolk
City of Norton
City of Petersburg
City of Poquoson
City of Portsmouth
City of Radford
City of Richmond
City of Roanoke
City of Salem
City of Staunton
City of Suffolk
City of Virginia Beach
City of Waynesboro
City of Williamsburg
City of Winchester
Town of Abingdon
Town of Alberta
Town of Altavista
Town of Amherst
Town of Appalachia
Town of Appomattox
Town of Ashland
Town of Bedford
Town of Berryville
Town of Big Stone Gap
Town of Blacksburg
Town of Bluefield
Town of Boones Mill
Town of Bowling Green
Town of Boyce
Town of Boydton
Town of Bridgewater
Town of Broadway
Town of Brodnax
Town of Brookneal
Town of Buchanan
Town of Burkeville
Town of Cape Charles
Town of Cedar Bluff
Town of Charlotte Court House
Town of Chace City
Town of Chatham
Town of Cheriton
Town of Chilhowie
Town of Chincoteague
Town of Christiansburg
Town of Claremont
Town of Clarksville
Town of Clifton
Town of Clifton Forge
Town of Clinchco
Town of Clintwood
Town of Coeburn
Town of Colonial Beach
Town of Columbia
Town of Courtland
Town of Craigsville
Town of Crewe
Town of Culpeper
Town of Damascus
Town of Dayton
Town of Dendron
Town of Dilwyn
Town of Drakes Branch
Town of Dublin
Town of Dumfries
Town of Dungeness

Special Districts

Acomack-Northampton Transportation District
Albemarle County Service Authority
Albemarle-Charlottesville Regional Jail Authority
Alexandria Redevelopment and Housing Authority
Appomattox River Water Authority
Bath County Airport Authority
Bedford County Economic Development Authority
Bedford Regional Water Authority
Big Stone Gap Redevelopment and Housing Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority
Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority
Blue Ridge Regional Jail Authority
Blue Ridge Soil and Water Conservation District
Bristol Redevelopment and Housing Authority
Brookneal-Campbell County Airport Authority
Brunswick County Industrial Development Authority
Buchanan County Industrial Development Authority
Buena Vista Public Service Authority
Campbell County Utilities and Service Authority
Carroll County Industrial Development Authority
Carroll-Grayson-Galax Solid Waste Authority
Castlewood Water and Sewage Authority
Central Shenandoah Planning District Commission
Central Virginia Regional Jail Authority
Central Virginia Waste Management Authority
Charlottesville Redevelopment and Housing Authority
Charlottesville-Albemarle Airport Authority
Chesapeake Airport Authority
Chesapeake Bay Bridge and Tunnel District
Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wise Regional Wastewater Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Culpeper Soil and Water Conservation District
Cumberland Plateau Planning District Commission
Cumberland Plateau Regional Housing Authority
Cumberland Plateau Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority
Dickenson County Industrial Development Authority
Dickenson County Public Service Authority
Dinwiddie Airport and Industrial Authority
Dinwiddie County Water Authority
District Three Governmental Cooperative
Dryden Water Authority
Eastern Shore of Virginia Broadband Authority
Essex County Industrial Development Authority
Fairfax County Economic Development Authority
Fairfax County Park Authority
Fairfax County Redevelopment and Housing Authority
Fairfax County Water Authority
Fauquier County Water and Sanitation Authority
Floyd County Economic Development Authority
Floyd-Floyd County Public Service Authority
Franklin Redevelopment and Housing Authority
Frederick County Sanitation Authority
Fredericksburg Stafford Park Authority
Frederick-Winchester Service Authority
Front Royal-Warren County Economic Development Authority
Ft. Monroe Authority
Giles County Public Service Authority
Greensville County Water and Sewer Authority
Halifax County Industrial Development Authority
Halifax County Service Authority
Hampton Redevelopment and Housing Authority
Hampton Roads Planning District Commission
Hampton Roads Regional Jail Authority
Hampton Roads Sanitation District
Harrisonburg Redevelopment and Housing Authority
Harrisonburg-Rockingham Regional Sewer Authority
Headwaters Soil and Water Conservation District
Hopewell Redevelopment and Housing Authority
James River Water Authority
John Flannagan Water Authority
Joint Public Service Authority
Lee County Industrial Development Authority
Lee County Public Service Authority
LENOWISCO Planning District Commission
Lord Fairfax Soil and Water Conservation District
Loudoun County Sanitation Authority
Louisa County Water Authority
Lynchburg Redevelopment and Housing Authority
Marion Redevelopment and Housing Authority
Maury Service Authority
Mecklenburg-Brunswick Regional Airport Authority
Meherrin River Regional Jail Authority
Middle Peninsula Regional Airport Authority

Public K-12

Acomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Alexandria County Public Schools
Amelia County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Arlington County Public Schools
Atlantic Shores Christian Schools
Augusta County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Botetourt County Public Schools
Bristol Virginia Public Schools
Brunswick County Public Schools
Buchanan County Schools
Buckingham County Public Schools
Buena Vista City Public Schools
Campbell County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlottesville Christian Schools
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Public Schools
Clarke County School District
Colonial Beach Schools
Colonial Heights Public Schools
Copper River School District
Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Cumberland County Public Schools
Danville Public Schools
Dickenson County Public Schools
Dinwiddie County Public Schools
Fairfax County Public Schools
Falls Church City Public Schools
Fauquier County Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Fredericksburg City Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goochland County Public Schools
Grayson County Public Schools
Greene County Schools
Greensville County Public Schools
Halifax County Public Schools
Hampton City Schools
Hanover County Public Schools
Harrisonburg City Public Schools
Henrico County Public Schools
Henry County Public Schools
Highland County Public Schools
Hopewell Public Schools
Imagine Schools
Isle of Wight County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public School System
Lee County Public Schools
Lexington City Schools
Loudoun County Public Schools
Louisa County Public Schools
Lynchburg City Schools
Madison County Public Schools
Manassas City Public Schools
Manassas Park City Schools
Martinsville Public Schools
Mathews County School District
Mecklenburg County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
New Kent County Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Norton City Public Schools
Nottoway County Public Schools
Orange County Public Schools

County

Acomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Augusta County
Bath County
Bedford County
Bedford County Public Service Authority
Bland County
Botetourt County
Brunswick County
Buchanan County
Buchanan County Public Service Authority
Buckingham County Board of Supervisors
Campbell County
Caroline County
Carroll County
Carroll County Public Service Authority
Charles City County
Charlottesville County
Charlottesville City Schools
Clarke County
Craig County
Culpeper County
Cumberland County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Floyd County
Fluvanna County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Greensville County
Halifax County
Hanover County
Henrico County
Henry County
Henry County Public Service Authority
Highland County
Isle of Wight County
James City County
King and Queen County
King George County
King George County Service Authority
King William County
Lancaster County
Lee County
Loudoun County
Louisa County
Lunenburg County
Madison County
Mathews County
Mecklenburg County
Middlesex County
Montgomery County
Nelson County
New Kent County
Northampton County
Northumberland County
Nottoway County
Orange County
Page County
Patrick County
Pittsylvania County
Pittsylvania County Service Authority
Powhatan County
Prince Edward County
Prince George County
Prince William County
Prince William County Service Authority
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockbridge County Public Service Authority
Rockingham County
Russell County
Scott County

Public Higher Education

Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dabney S. Lancaster Community College
Danville Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Germanna Community College
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Lord Fairfax Community College
Massanutten Technical Center
Mountain Empire Community College
New College Institute
New River Community College
Norfolk State University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Piedmont Virginia Community College
Radford University
Rappahannock Community College
Richard Bland College
Rowanty Technical Center
Southern Virginia Higher Education Center
Southside Virginia Community College
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
Tidewater Community College
University of Mary Washington
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
Virginia College Savings Plan
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State University
Virginia Western Community College
Wytheville Community College

State

State of Virginia
Virginia Department of Behavioral Health and Developmental Services
Virginia Department of General Services
Virginia Department of Health
Virginia Department of Health Professions
Virginia Department of Public Works

Townships

Township of Green, Ross County

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grotoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Hayti	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keyville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parkley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazewell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Mauertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

Form C

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



Company Name: Terex Utilities Inc.

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
G	6.23.1.1	Added - in accordance with ISO standard forms	NJPA accepts.
G	6.26	Added - except for the negligence and willful misconduct	NJPA accepts.
B	8.8	Added - No party shall be liable hereunder for incidental, indirect or consequential Damages, even if advised of the possibility thereof	NJPA accepts.

Proposer's Signature:

[Handwritten Signature]

Date:

1/23/2015

NJPA's clarification on exceptions listed above:

Review and Approved:

[Handwritten Signature] 3-1-15
NJPA Legal Department

Contract Award
RFP #012418

FORM D



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

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that 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: Terex Utilities Inc. Date: January 23, 2018

Company Address: 500 Oakwood Rd

City: Watertown State: SD Zip: 57201

CAGE Code/Duns & Bradstreet Number: 00-625-0484

Contact Person: Stephanie Evans Title: Sales Operations Manager

Authorized Signature:  Stephanie Evans
(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.)

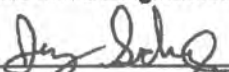
NJPA Contract #: 012418-TER

Proposer's full legal name: Terex Utilities Inc.

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

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (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 Coavette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-TER

Vendor Authorized Signatures:

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

Vendor Name Terex Utilities

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

James M. Lohan
(NAME PRINTED OR TYPED)

Executed on March 15, 2018

NJPA Contract # 012418-TER

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: Terex Utilities Inc.

Address: 500 Oakwood Rd

City/State/Zip: Watertown, SD 57201

Telephone Number: 605-882-5604

E-mail Address: stephanie.evans@terex.com

Authorized Signature: 

Authorized Name (printed): Stephanie Evans

Title: Sales Operations Manager

Date: 1/23/18

Notarized

Subscribed and sworn to before me this 23rd day of January, 20 18

Notary Public in and for the County of Codington State of South Dakota

My commission expires: September 9, 2021

Signature: 



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Terex Utilities Inc.

Questionnaire completed by: Nick Camissa

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?

Terex Financial Services can offer municipal lease financing through Wells Fargo Equipment Finance as long as the entity meets qualifying guidelines as municipality and include an annual appropriation clause.

Municipal Lease Structures:

Finance Lease (\$1-out Lease)

Operating Leases (FMV)

Terms:

36-72 months (depending on the equipment)

Rates:

Fixed payment over the life of the term (based on credit rating)

- 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. Terex Utilities, along with distributors, Commercial Truck Equipment, JA Kiley Company, Ring Power, Utility One Source (UOS) and Wajax continue to create the most comprehensive sales and service offerings across North America for public power utility customers. Our team is committed and engaged with our partners to listen, understand and quickly provide solutions. After understanding our customer needs we direct customers to the standard packages offered in the RFP. If there are any options the customer is requesting, they are quoted as open market items at the same NJPA discount. At the end of each month we report all sales that were sold through NJPA. The reporting will come from a contact at Terex Utilities. This will also include any sales from our dealer network as well.
- 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? Parts and Service customers are able to use a P-card for their purchases.

Warranty – See attached Manufactures Limited Product 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? Yes

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **All of our models are designed with an intended use. If warranty damage looks outside normal use/wear and tear, communication is started with the customer to come to a resolution.**
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Travel time is covered for the first 90 ninety days from the date of truck/unit in-service.**
 - 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? **No**
 - 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? **See provided warranty document**
 - What are your proposed exchange and return programs and policies? **These are handled by our service technicians and dealers.**
- 6) Describe any service contract options for the items included in your proposal. **National service rates and other ANSI required services have been provided as options in the RFP.**

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. **Specifications for new aerial devices, digger derricks, auger drills, technician services in the shop and field service, and other ANSI required inspection services have been provided for this RFP.**
- 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.) **See provided pricing sheet for all equipment and services.**
- 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. **A NJPA discount has been applied to the sale price of the units as indicated in the attached NJPA 2018 Contract Pricing.**
- 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. **Quotes for open market items are provided at the customers request and are priced at the same discount levels for NJPA members.**
- 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. **Overseas freight will be quoted as an additional charge due to the changing market rates.**
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Freight is included for any new truck purchased in the lower 48 states. An additional line item will**

be quoted for freight outside the lower 48 states. For parts and services, freight will be quoted at current market rates due to the changing needs of the end users.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. Freight is included to get the trucks to the closest shipping port. Once at the port the title and risk of the truck is transferred to the customer and the truck (per the customers direction and by their freight forwarder), is loaded onto a ship and delivered to an agreed upon port by the customers. This is a pretty common practice for Terex in the Alaska and Hawaii markets. Final stage manufacturing of Canadian trucks is typically done in Canada by our distributors, and if they are built at our factory, shipping and export compliance is the responsibility of the distributor.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. **N/A**
- 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. As a public company we operate with transparency. Our Sales Operations and Service team will calculate all NJPA sales. Our accounting team is given a copy of the monthly sales to process the fees associated with any of the NJPA sales.
- 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.) Terex Utilities and our dealers are offering a 1% fee paid to NJPA for any new trucks, services and parts sold through NJPA.

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users. Simplifying the operation of our units is something we take into account when designing any new product or enhancing our existing products. Example: Our Digger Derrick models come in 5 different product families ranging from 42' -95'. An operator can safely and easily move from a 42' to a 95' because they have the same control system available for each. There is really no difference in the operation except for the size of the unit. This same thought process carries over to our articulating aerial devices as well. An operator can move from a smaller 37' model into 75' model with virtually no change in the way the unit operates. Our articulating / telescoping models all operate the same as well. This simplification allows the operators to safely move between boom sizes and operate the units the same way.
- 20) Provide examples from your product offering that are not available from most competitors in this industry. As the innovation leader in the utility equipment industry, Terex Utilities offers our "Load Alert System" that monitors platform and jib capacity on aerial devices and digger derricks and notifies the users if they are in jeopardy of overloading the device. Terex also offers a "True Level Pedestal" for operators needing to safely work on slopes up to 20 degrees. Terex is currently in the process of patenting a lanyard attachment to interlock the boom from operating unless an operators harness is clipped and secured into the boom.
- 21) Explain how your equipment in this category reduces down-time on the job site. Our simplified hydraulic systems reduce the complexity that some of our competitors offer. This simplification increases the uptime

while reducing complexity making for a more reliable truck. We also have multiple parts central locations in the central and west coast time zones as well as our local service and parts centers to ship parts globally when requested.

- 22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job. We have worked with multiple telematics providers to integrate the boom functions into the daily operation of our trucks. Customers appreciate our flexibility to work with their current providers so they do not have to do anything special and sign up with another provider.
- 23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum? As a global manufacture, Lean manufacturing has been part of our DNA for over 20 years. This lean journey has allowed us to improve our quality, cost and manufacturing process. Our price increases are kept to a minimum and are aligned with typical market increases.
- 24) Explain how your distributors are set up to provide service and support for equipment in this industry. Our distributors have been longtime partners of ours and offer all of the same aftermarket services that our factory direct service team offer in both the shop and field.
- 25) Identify how your products, services and supplies address the scope of this RFP. Terex Utilities has been a leader in the utility equipment industry for over 70 years. We are integrated in all phases of the utility equipment industry with the equipment, services and parts that we provide. As a longtime partner with NJPA we have changed and added models and services to meet your members changing needs. The changes we have seen were added in the scope of the RFP with additional models and services offered.

Signature: _____



Date: _____

1/23/2018

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

EXHIBIT C



CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **8/10/2021** Sourcewell 2022 Pricing Contract Number: 012418-TER (Ref. Quote #QU14230 - XTPro60/70)
 (Revision 2)
 Quote Number: QU16308 Unit: XTPro 60
 with 10 ft lift

CITY OF STOCKTON
 1465 SOUTH LINCOLN STREET
 STOCKTON, CA 95206
 (209) 937-7416
 Attention: ALANNA BINDI

Baseline Price (Ref QU14230): **\$194,082**

Open Market Items (Ref. QU16308): **\$24,767**
 Estimated Tax at 9%: **\$19,696 \$19,696.41**

Grand Total Each: **~~\$238,545~~ \$238,545.41**

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: FCA, Shipping Point
- 2) Terms: Net 30 days.
- 3) Delivery days from receipt of order shall be 360 +

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Dan Relp
 Sales Coordinator

Matthew Mayer
 Account Manager

WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

EXHIBIT 3
EXHIBIT C

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

05/20/2021

CITY OF STOCKTON
1465 SOUTH LINCOLN STREET
STOCKTON, CA 95206
Attention: ALANNA BINDI

Phone: (209)937-7416

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger XT PRO 60/70 insulated overcenter aerial device providing a working height of 75.0 ft (22.9 m) and a side reach of 45.0 ft (13.7 m) non-overcenter and 49.9 ft (15.2 m) overcenter.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Boom Tip:

Upper Controls: "Control-Plus" single stick controller.

Maintenance free chain.

Manual Platform Tilt Release:

- * Tilts perpendicular to the boom.
- * Allows the platform to be horizontally tilted for rescue or clean out.

Dual Hydraulic Tool Outlets At Platform:

- * Dual hydraulic tool outlets at platform to accommodate two (2) open center hydraulic tools.
- * Tools cannot operate simultaneously.
- * Includes relief to limit pressure to 2250 PSI.
- * Flow is adjustable.

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom is supported when stored by a boom rest.

Upper Boom:

- * Filament wound tapered fiberglass boom providing a clear span insulation gap.

Continuous & Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
- * A 4-channel electric collector ring is provided.

Lower Controls:

Qty. Description

- * Individual control levers with a console are provided and located in an accessible location on flatbed area.
- * An upper/lower control selector provides override of platform controls.

Pedestal:

- * The pedestal is designed with access for maintenance of hydraulic plumbing.

Rotation Bearing:

- * The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls.
- * Both the inner and outer races are machined from high-strength alloy steel and are heat treated to provide maximum life.
- * High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable.

ANSI Rating:

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- * Full pressure, open center hydraulic system.
- * A external 40 gallon hydraulic oil reservoir is provided with a 60 mesh filter screen, baffles, 100 mesh suction screen with bypass, clean-out access hole, dipstick and shut off valve.
- * A 10 micron return line filter located in oil reservoir.
- * An in-line relief is also provided.
- * Hydraulic hoses are equipped with swaged hose fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, lower boom insert, and platforms are white.
- * Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.
- * Warning decals are provided with unit.

**** ALTERED FROM STANDARD ****

1 10-Foot Single Hydraulic Longitudinal Lift:

- * 56-Inch Stowed Height.
- * Terex PN: 488234.

1 Platform 24" x 24" x 40":

- * One curbside mounted fiberglass platform with a rated capacity of 400 lbs.
- * Includes one (1) outside access step with slip-resistant surface.

1 A safety harness with lanyard is provided for fall arrest.**1 A padded saddle rest provides platform support during road travel.****1 Insulated Platform Liner For 24" x 24" x 40" Platform:**

- * Tested at 50 KV AC.

Qty. Description

- 1 Scuff Pad to fit inside of a platform liner for a 24" x 24" Platform:
 - * Non-skid standing surface.
 - 1 Vinyl Platform And Control Cover For 24" x 24" Platform:
 - * Waterproof with internal elastic cord around edge and external elastic cord around control cover.
 - ** ALTERED FROM STANDARD **
 - 1 Extra Heavy Duty A-Frame Outriggers with Swivel Type Stabilizer Pads:
 - * Terex PN: 8348.
 - 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
 - 1 Controls For 2-Sets OF Outriggers (Open center systems):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
 - 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
 - ** ALTERED FROM STANDARD **
 - 1 64-Inch Long Subframe:
 - * Terex PN: 1000178.
 - 1 Lift shield for around lift, it will be ship loose.
 - ** ALTERED FROM STANDARD **
 - 1 Tie Down Kit for Longitudinal Lift:
 - * Terex PN: 481121.
 - 1 Engine Two Speed Throttle Control and Auxiliary Power:
 - * A two-speed engine throttle control is provided at the upper controls.
 - * The chassis engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.
- Auxiliary Power:
- * Allows the operation of any function for a time period limited by battery life.
 - * Includes 12 volt electric motor for use on a 12 volt chassis.
- Note: This includes a switch for activation at pedestal for electric/air function.
- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Back-up Camera ready.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message

Qty. Description

we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

- 1 Extra manual.
- 1 As-Built JIC Hydraulic and Electrical Schematics
- 1 Pump: Fixed Gear and bi-directional
* 8 GPM at 2750 PSI at 1200 RPM
- 1 American flag displayed on unit.
- 1 Factory Warranty

BODY, INSTALLATION**** BODY INFORMATION ****

- 1 Steel Line Body and Accessories:
* As per the attached Body Specifications.

**** BODY INFORMATION ****
- 1 Terex Installation of Body Vendor Supplied Items & Terex Supplied Floor:
* Ship Loose Body Sidepacks / Bulkhead & Tailshelf:
* Install 12-Ga. Steel Treadplate Floor.
- 1 Install Aerial Device Over Rear Axle And Install All Associated Components:
* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
* Includes outrigger pad storage.
- 4 Pendulum style retainer.
- 4 Rubber wheel chocks with eye bolt.
- 1 Cone holder bracket, fold down type.

Qty. Description

- * Locate on Streetside of Tailshelf.
- 1 Cone holder bracket, fold down type with base.
 - * Locate on Front Bumper - Center.
- 1 Grab handles as necessary for 3-point contact.
- 2 Cable type gripstrut stirrup step.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 3-Step Rear Access Steps:
 - * Locate on Rear of Curbside Body Compartments.
 - * Terex PN: 0092162.
- 1 Turret Mount Access Step:
 - * Locate on Curbside of Turret.
 - * Terex PN: 0101409.
- 2 Access step mounted on floor of the body to access the top of body compartment or access platform.
 - * Locate on Curbside Body Compartment Top - At Rear.
- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.
- 1 Cab guard constructed of tubing and heavy duty expanded metal.
Note: Consists of cab guard, rear module, boom rest mounting bracket and gussets.
Note -Must have either a front bumper winch or channel bumper required for mounting.
- 1 Channel bumper and skirt required for mounting a cab guard.
- 1 Boom rest for Aerial, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 4 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.

Qty. Description

* Locate (1) under each Corner of Cab Guard.

- 1 Whelen LED 3.5" White Flash Light. (Pair)

*3 LED Clusters, 10 flash pattern.

* Locate in Chassis Grille.

- 4 Cab guard strobe mounting.

- 2 Golight Stryker 3067 spotlight, permanent mount, programmable wireless remote, dash mount, hand held remote and white in color.

* Locate (1) on top of each side of Cab Guard - At Rear.

- 1 Unity AG-R-H halogen 6" spotlight with round mounting bracket.

* 50 Watt.

* Locate under Cab Guard - Centered - Facing Rear.

- 2 Whelen TAM-65 arrow directional LED light stick, 36" long, 6-lamp.

* Locate (1) on Top Front of Cab Guard - Centered.

* Locate (1) recessed in Tailshelf Lightbar.

- 1 Remote engine stop/start OR two speed control from rear of vehicle.

* Stop/Start.

- 1 15 ton pintle hook:

* Safety chain eyes.

"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

- 1 ICC rear bumper.

- 2 Recovery tow eye, 29,000#.

- 1 7-blade trailer socket. (RV style)

- 1 Heat shields, as required to protect hydraulic system from exhaust.

- 1 Oil tank mounting for external reservoirs.

Qty. Description

- 1 Oil tank punched metal guard.
- 1 Lower Control Station:
 - * Install and Locate Lower Control Station in Curbside Front of Cargo Area.
 - * Terex PN: None.
- 50 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
- 1 Fairmont 43178 Hydraulic Long Reach Chain Saw:
 - * 62.5" Long Reach with 13" cutting capacity.
 - * Rotate trigger spool for open or closed center systems.
- 1 8' of non-conductive hose with couplers.
- 1 Fairmont FRM48520 HYDRAULIC 2" Prunner:
 - * 86" Long with full power return.
 - * Operates with open center systems.
- 1 8' of non-conductive hose with couplers.
- 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.
- 1 Rear view vision 2.5" round red marker light camera & 5" monitor system.
- 1 Paint line body one color over 157".
 - *Note - Paint under carriage black.
 - * WHITE to match Chassis Cab.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.
- 1 Paint box/basket one color.
 - * WHITE to match Chassis Cab.
- 1 Paint cab guard one color.
 - * Note: specify color
 - * WHITE to match Chassis Cab.
- CHASSIS
- 1 Freightliner M2 106 4x2 (Spec # 85)

QU16308-09

Page 8

Qty. Description

- * 33,000 lbs GVWR
- * Wheelbase 189", CA 123", axle to frame 100"
- * 14,600-lb capacity front axle
- * 21,000-lb capacity locking rear axle
- * Cummins B6.7 (6.7L) 300 HP @ 2,600 rpm, torque 660 lb-ft @ 1,600 rpm
- * Allison 3500 RDS wide ratio, 5-speed automatic transmission with double overdrive
- * L0006EY White Elite EY

SPECIAL CHARGES

- 1 Delivery to Customer.
- 1 First Article Inspection, Digital

**** ADDITIONAL INFORMATION ****

- * SpinCar

**** ALTERED FROM STANDARD ****

- 1 .

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

Quotation Number		12366	
For the attention of	Steve Fedt	Name	Chad Noeldner
		Telephone	(605) 884-1023
Customer:		Date	5/10/2021
Terex			
City of Stockton			

DESCRIPTION

B&G Bodies Inc. 160" Line Body 46 inches high X 94 inches wide.

18 Inch compartment depth.

58 Inch bed area.

28 Inch top of floor to top of body.

24 Inch horizontal compartment height.

16 Ga. Galvanneal body materials.

Body constructed in side packs. (No Floor)

12 Ga. Hot rolled treadplate compartment tops.

Stainless Steel Twist type T-Handle door latches single point.

Stainless steel rod and socket type door hinges.

Chain stops on all doors.

Double Panel Body Doors.

Master door lock system.

Rubber rolled crown type fenders. **(Ship Loose - No Cutouts)**

Automotive Bulb Type Weatherstripping. **(Ship Loose)**

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

* Does not include Boxes or Tailshelf Compartments

* Rope Lights Ship Loose.

Front bulk head. **(Ship Loose)**

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Streetside Compartmentation:

1st Vertical:

30 Inches wide with Three (3) shelves each with adjustable dividers on 6" centers.

2nd Vertical:

26 Inches wide with Three (3) shelves each with adjustable dividers on 6" centers.

3rd Vertical:

26 Inches wide with Two (2) shelves each with adjustable dividers on 6" centers.

Horizontal:

54 Inch open compartment.

Rear Vertical:

24 Inches wide with Ten (10) fixed material hooks 3-4-3.

Hotstick Shelf:

160 Inches long with rear dropdown access door.

* Shelf 12" down from top of compartment

Curbside Compartmentation:

1st Vertical:

30 Inches wide with Three (3) shelves each with adjustable dividers on 6" centers.

2nd Vertical:

26 Inch wide Grip-strut Lift-up access steps to bed area. (Battery)

* Access steps include Gas Cylinders and Two (2) Vents

3rd Vertical:

26 Inches wide with Ten (10) fixed material hooks 3-4-3.

* Back of compartment in bed area to be covered with a 10 Ga. Reinforcement plate.

Horizontal:

54 Inch open compartment.

Rear Vertical:

24 Inches wide with Ten (10) fixed material hooks 3-4-3.

Tailshelf: (Ship Loose)

Treadplate tailshelf 18 inches long X Full width of body x 6 inches high with 7-Lamp light bar installed at rear.

Cutout for PN 94777 LED Light stick

Wheel Chock Storage: (Ship Loose)

Two each side built into body wheelwells.

6" Tailboard Bracket: (Ship Loose)

Two (2) Brackets for installing at side access.

Pole Saw Storage Box: (Ship Loose)

* Overall Length: 122-Inches.

* Front Section: 104-Inches Long x 12-Inches High x 12-Inches Wide

* Rear Section: 18-Inches Deep x 18-Inches High x 18-Inches Wide

* With Side Opening Door With Weatherstrip and Stainless Steel Latch.

* Louver Vented.

Paint:

Prime Paint Gray, Interior and Exterior.



Preventive Maintenance and Inspection Program

XTPRO60-70 **XT PRO Series Overcenter Articulating Aerial Device**



3 = number of years of preventive maintenance service in the quote
 1 = quantity of units to include in the quote

☒ **Include field service travel time (otherwise units will be serviced at a branch)**

Please indicate customer location: West of Colorado Mountains

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.*	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 180 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty Package not available for periods shorter than 5 years - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods**	Package includes: See custom package configurator
Standard service price: \$2,910 Your package price: \$2,642 You save: \$268	Standard service price: \$6,001 Your package price: \$4,358 You save: \$1,643	Standard service price: \$9,796 Your package price: \$7,114 You save: \$2,682	Standard service price: \$9,796 Your package price: \$7,114 You save: \$2,682	Standard service price: \$9,796 Your package price: \$7,114 You save: \$2,682

Select your package: ☐ Basic (customer declines, among others, torque check of critical fasteners)

☐ Silver ☐ Gold ☐ Platinum ☐ Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Visit us at TEREX.com



Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code: XT[®]RO60-70

XT PRO Series Overcenter Articulating Aerial Device



3 = number of years of service

1 = quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- ☐ 90 Days (360 Hours)
- ☒ 180 Days (720 Hours)
- ☐ 270 Days (1,080 Hours)
- ☒ 12 Months (1,050 Hours)
- ☒ Dielectric Test (Yearly)
- 5 Years (5,250 Hours)

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

☒ **Include field service travel time**

Please indicate customer location: West of Colorado Mountains

Custom

Standard service price:
\$9,796
Your package price:
\$7,114

You save: \$2,682

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 3 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$2,642; for the Silver Package: \$4,358; for the Gold Package: \$7,114; for the Platinum Package: \$7,114; for the Custom Package: \$7,114; for 3 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: XTPRO60-70

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

**TEREX USA, LLC, d/b/a TEREX SERVICES
("Seller")**

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a)For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b)For Parts:

- (i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;
- (ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and
- (iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c)For Services:

- (i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;
- (ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and
- (iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

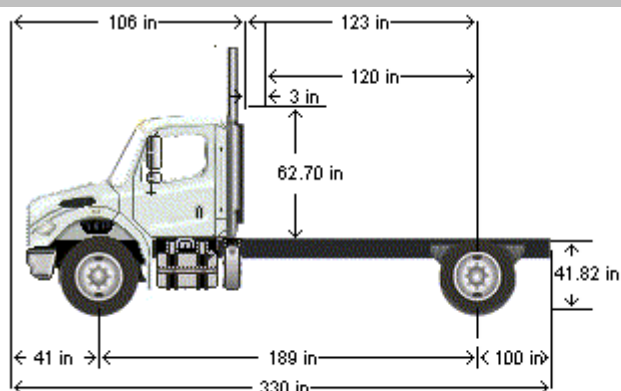
24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552) 2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577) NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in) 0
 Maximum Rearward Position (in) 0
 Amount of Slide Travel (in) 0
 Slide Increment (in) 0
 Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	223.8
Cab Height (CH)	62.7
Wheelbase (WB)	189.0
Frame Overhang (OH)	100.4
Overall Frame Length	318.8
Overall Length (OAL)	330.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs (Derated)		

Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
AF3-2A5	TEREX		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-001	PTO SPEED 1 SETTING - 700 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

	Data Code	Description	Weight Front	Weight Rear
	292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
	290-017	BATTERY BOX FRAME MOUNTED		
*	281-008	STANDARD BATTERY JUMPERS W / Additional ground stud mounted 12 inches aft of the spring shackle		
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	289-001	NON-POLISHED BATTERY BOX COVER		
	87P-001	CAB AUXILIARY POWER CABLE	5	
	295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
	131-013	AIR COMPRESSOR DISCHARGE LINE		
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
	128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
	016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
	28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
	239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
	237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		

Data Code	Description	Weight Front	Weight Rear
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

Data Code	Description	Weight Front	Weight Rear
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-018	S7 ECONOMY LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-018	2600 RPM PRIMARY MODE SHIFT SPEED		
84H-016	2400 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10	

Data Code	Description	Weight Front	Weight Rear
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
* 62H-012	FRONT SUSPENSION WITH LEFT HAND AND RIGHT HAND OFFSET SHACKLE BRACKETS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		

Data Code	Description	Weight Front	Weight Rear
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
*	914-009	AIR CONNECTIONS AT END OF FRAME ONLY WITH ANCHOR COUPLINGS FOR TRUCK	
		END AIRLINES AT THE SECOND TO LAST CROSS MEMBER ON RH SIDE	

Data Code	Description	Weight Front	Weight Rear
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-480	4800MM (189 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	160	280
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	210
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.43 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 318.77		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 87.87 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 108.78 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 117.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		

Data Code	Description	Weight Front	Weight Rear
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-103	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-10A	CONTINENTAL HSC 3 12R22.5 16 PLY RADIAL FRONT TIRES	74	
094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		92
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			

Data Code	Description	Weight Front	Weight Rear
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-998	NO GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		

Data Code	Description	Weight Front	Weight Rear
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-338	BASIC (L1) ISRI HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

Data Code	Description	Weight Front	Weight Rear
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-006	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM WITH (1) ADDITIONAL PARK SWITCH FOR CUSTOMER USE		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		

Data Code	Description	Weight Front	Weight Rear
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 117.45 in		
Sales Programs			
NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6572 lbs	4315 lbs	10887 lbs
Total Weight ⁺	6572 lbs	4315 lbs	10887 lbs

Extended Warranty

WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES (AT NO ADDITIONAL CHARGE)

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

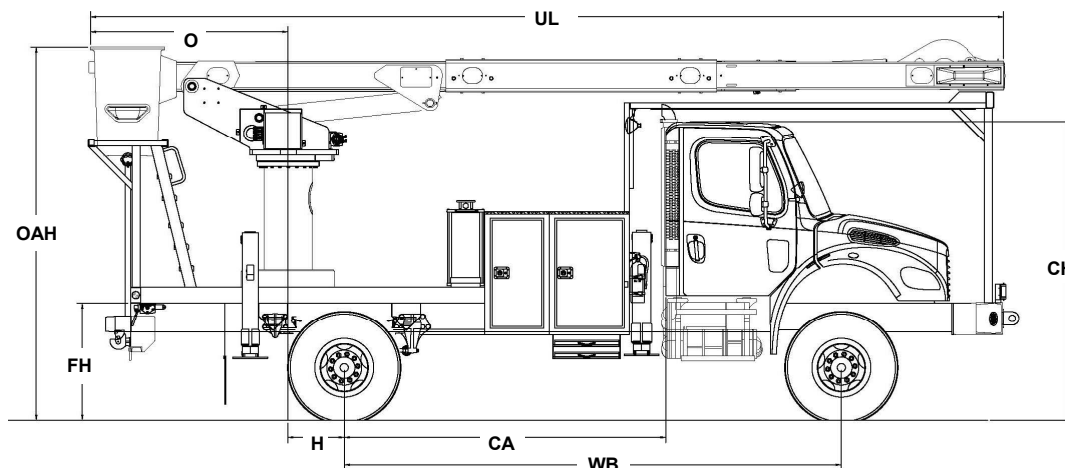


XT PRO SERIES

Overcenter Aerial Device Mounted Over the Rear Axle

AERIAL DEVICES

Terex® Aerial Devices are known throughout the industry. They come with a long history featuring quality and innovative design.



MEASUREMENTS	XT PRO 60	XT PRO 60/70
	ORA	ORA
Typical Frame Height (FH)	40 in. (101.6 cm)	40 in. (101.6 cm)
Typical Cab Height (CH)	108 in. (274.3 cm)	108 in. (274.3 cm)
Offset (O)	73.5 in. (186.7 cm)	73.5 in. (186.7 cm)
Overall Height (OAH)	10' 5" (3.2 m)	11' 10" (3.6 m)
Overall Length (OAL)	30' 0" (9.2 m)	30' 0" (9.2 m)
Unit Length (UL)	29' 7" (9.0 m)	29' 7" (9.0 m)
Center of Rotation (H)	21.5 in. (54.6 cm)	27.75 in. (70.5 cm)
Cab to Axle (CA)	102 in. (259 cm)	102 in. (259 cm)
Wheel Base (WB)	192 in. (487.7 cm)	192 in. (487.7 cm)
Front Axle (FA)	10,500 lb. (4,763 kg)	10,500 lb. (4,763 kg)
Rear Axle (RA)	15,000 lb. (6,804 kg)	19,000 lb. (8,618 kg)
Gross Vehicle Weight Rating (GVWR)	25,500 lb. (11,567 kg)	29,500 lb. (13,381 kg)
Recommended Weight for Stability	21,000 lb. (9,525 kg)	21,000 lb. (9,525 kg)
Frame Section Modulus	15.9 in ³ 18.0 in ³	15.9 in ³ 18.0 in ³
Frame Yield Strength	50,000 psi	50,000 psi
Frame RBM	795,000 in-lbs	795,000 in-lbs



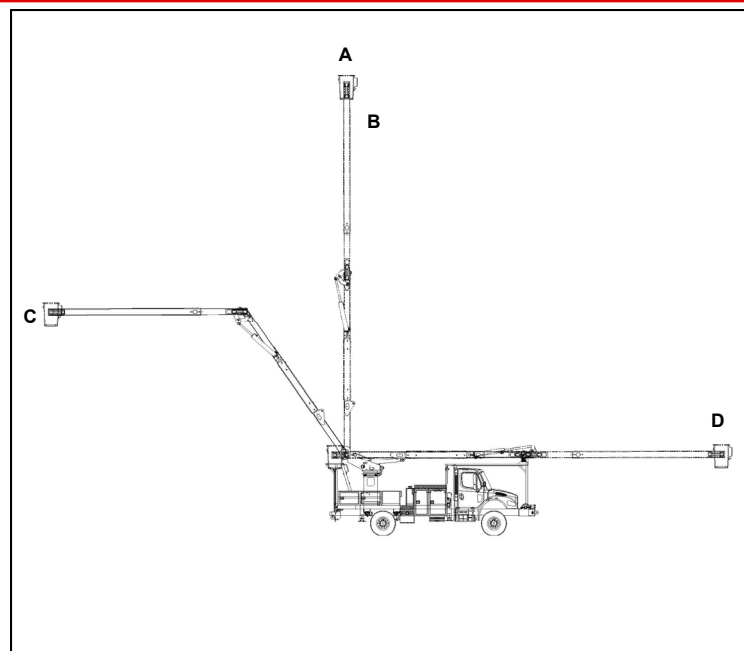
3140 15th Avenue SE
PO BOX 1150
Watertown, SD 57201-6150
USA

Phone: (605) 882-4000
www.terex.com/utilities
Email: utilities.info@terex.com

Distributed By:

Overcenter Aerial Device Mounted Over the Rear**STANDARD EQUIPMENT**

- Side Mounted 24" x 24" x 40" One Person Platform
- Platform Capacity of up to 400 lbs. (181 Kg)
- Control-Plus "3-D" Single Stick at Platform
- Safety Harness With Attached Lanyard
- Continuous Unrestricted Worm Gear Rotation
- Category "C" Rating Per ANSI A92.2
- Rectangular, Bi-Axial Epoxy Resin, Filament Wound Fiberglass Booms
- Individual Lever Lower Controls
- Mechanical Platform Leveling
- Full Pressure, Open-Center Hydraulic System
- 40 Gallon Hydraulic Oil Reservoir
- Padded Boom Rests with Upper Boom Tie Down
- Outrigger Interlock
- Moving Outrigger Alarm
- Truck Level Indicator
- 10-Year Leveling Chain
- Dual Hydraulic Tool Outlet at Boom Tip
- Manual Platform Tilt
- Finish Painted

**CAPACITIES AND DIMENSIONAL DATA (Based on a 40 Inch Frame Height)**

	A	B	C	D	E	F
	Bottom of Platform Height	Working Height	Overcenter Side Reach	Non-Overcenter Side Reach	Upper Boom Articulation	Lower Boom Articulation
XT PRO 60	60.0 ft (18.3 m)	65.0 ft (19.8 m)	49.9 ft (15.2 m)	45.0 ft (13.7 m)	250°	125°
XT PRO 60/70*	70.0 ft (21.3 m)	75.0 ft (22.9 m)	49.9 ft (15.2 m)	45.0 ft (13.7 m)	250°	125°

* Includes Optional 10' Transverse Elevator

OPTIONAL EQUIPMENT

- Liner With or Without Steps
- Boom Storage Warning Light
- Start/Stop
- 2-Speed
- Auxiliary Let Down System
- Various Types of Outriggers
- 10' Transverse Elevator for Over-the-Rear Axle Units

Effective Date: February 2021. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex® is a registered trademark of Terex Corporation in the USA and many other countries. Copyright 2021 Terex Corporation.

**LIMITED PRODUCT WARRANTY**

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



WE LISTEN. WE RESPOND. WE DELIVER.

Terex Utilities is a leading global manufacturer of aerial devices, digger derricks and auger drills for the electric utility industry worldwide. We provide multiple avenues of support throughout North America, including manufacturing, distribution, service, training, parts and dealers. Terex Works for You™ by listening, responding and delivering innovative solutions.

We work to understand your challenges and earn your trust. Our team is committed to delivering reliable equipment, innovative technology, quality service as well as parts and auger tooling. The company continues to be the leader in technology and innovation in the utility industry.

Our History

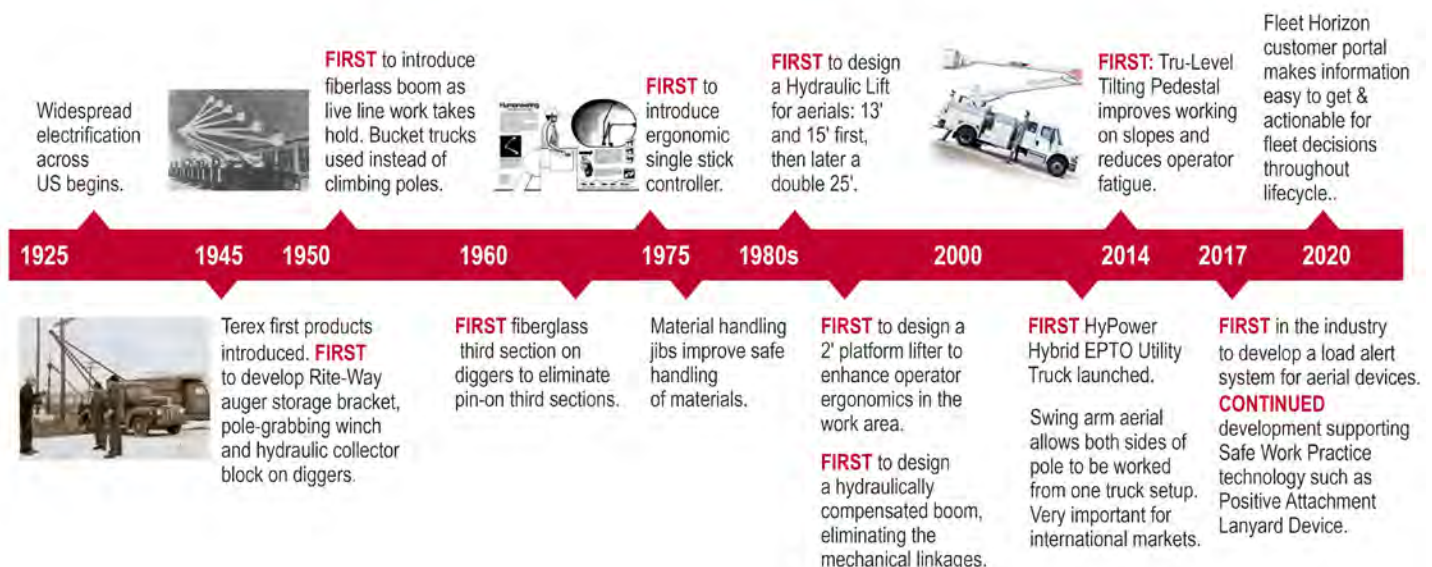
Terex Utilities was founded in 1945 with the advent of the groundbreaking Tel-E-lect digger derrick and has been rooted in the growth and maintenance of this nation's electric utility infrastructure for over 75 years. We've seen the good times and the bad and through it all, we've been there for our customers. We've listened to the challenges faced in the daily operations of a utility company and have turned them into workable solutions.

Now, as we move forward, we will continue to provide state-of-the-art solutions to those who build and maintain the electric power grid – worldwide. As the industry veteran, we will listen, respond and deliver. We remain steadfast in doing the right thing, every time.

Timeline of Innovation

Innovation is a foundation of our continuous improvement.

Terex Utilities has a legacy of innovative solutions that have changed the industry - from the first hydraulic digger derrick to our latest new products. We have proven time and again, that we listen to our customers to find and deliver solutions, as shown in the timeline above.



WORKS FOR YOU.™



**WE LISTEN.
WE RESPOND.
WE DELIVER.**



Our Future

Terex Utilities is headquartered in Watertown, SD and a leading business within Terex Corporation. In 2020, Terex completed the construction of a state-of-the-art manufacturing facility on a 55-acre site in Watertown, SD. The new facility brings all production operations under one roof, which improves internal communication, drives better performance, and minimizes lead times so we can better serve our customers.

CALL US AT 844-TEREX-4U (844-837-3948) or visit www.terex.com/utilities.

Effective Date: January 2021. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. © 2021 Terex Corporation.

WORKS FOR YOU.™

KEEP YOUR EQUIPMENT WORKING!

Terex supports the equipment that builds America.

Terex Utilities Service Centers are full-service facilities that repair, recondition, inspect and install heavy equipment. We help you maintain your Terex® and Genie® machines. We can also work on virtually any hydraulic, electric, hybrid and truck equipment.

With technicians in short supply, it helps to have a reliable resource. When you need expert service fast, you can count on our experienced, factory-trained service professionals. In the field or in our shops, we have the capabilities you demand.

And when it's time to refresh your equipment, we can do everything from a simple paint job to a complete reconditioning. It's a smart way to extend the useful life of your assets - whether you plan to keep, sell or trade.



BRANDS WE SERVICE

- | | | |
|-------------|------------|-----------|
| ▶ TEREX | ▶ HARLO | ▶ MEC |
| ▶ GENIE | ▶ BRODER | ▶ GROVE |
| ▶ JLG | ▶ DEERE | ▶ SKYTRAK |
| ▶ SKYJACK | ▶ CASE | ▶ KOMATSU |
| ▶ VERSALIFT | ▶ HAULOTTE | ▶ GEHL |
| ▶ SNORKEL | ▶ LULL | ▶ JCB |
| ▶ ALTEC | | |

EQUIPMENT TYPES SERVICED

- | | |
|-------------------------------------|----------------------------------|
| ▶ Aerial lift equipment | ▶ Engines |
| ▶ Utility truck and digger derricks | ▶ Chassis |
| ▶ Emergency response equipment | ▶ Compact construction equipment |
| ▶ Service bodies | ▶ Forklifts |
| ▶ Crane trucks | ▶ Terex HyPower™ equipment |
| ▶ Lift gates | |

SPECIALTY SERVICES

- | | |
|--|------------------------------------|
| ▶ Aerial lift reconditioning and refurbishing | ▶ Fluid power certified hydraulic |
| ▶ ANSI/OEM, DOT, OSHA and other required repairs and inspections | ▶ Field service |
| ▶ Emergency repairs | ▶ Service and cylinder repair |
| ▶ Certified welders and dielectric service | ▶ Equipment rebuilds and transfers |

MAINTENANCE & REPAIR SERVICES

- | | |
|--------------------------------------|---|
| ▶ Inspections of all types | ▶ Electrical trouble-shooting and repair |
| ▶ Maintenance programs | ▶ Refurbishment, rebuild and reconditioning |
| ▶ Warranty work on approved products | ▶ Damage estimates |
| ▶ Service bulletin work | |
| ▶ Major repair work | |
| ▶ Hydraulic repair and rebuild | |

COMMERCIAL TRUCK UPFIT

- ▶ Service body installations and transfers
- ▶ Custom body specifications and installation
- ▶ Speciality tool and hardware installation

For Parts & Service, please contact one of our service & support locations in your area:

EXHIBIT 3
EXHIBIT C

AL - BIRMINGHAM 205-841-6411
4120 Lewisburg Road
Birmingham, AL 35207

AR - N. LITTLE ROCK 501-945-6100
309 Dixie Street
North Little Rock, AR 72114

AZ - PHOENIX 602-256-0162
4920 W. Magnolia Street
Phoenix, AZ 85043

CA - FONTANA 909-565-1234
8594 Cherry Avenue
Fontana, CA 92335

CA - STOCKTON 209-242-7104
2610 Lycoming Way
Stockton, CA 95206

CO - DENVER 303-202-0304
6295 E 56th St.
Commerce City, CO 80022

IN - BOURBON 574-342-0086
4470 Lincoln Highway West
Bourbon, IN 46504

MN - SHAKOPEE 952-445-1555
12565 Highway 41 Frontage Road
Shakopee, MN 55379

NC - CHARLOTTE 704-654-3903
11945 Goodrich Drive
Charlotte, NC 28273

OH - MEDINA 330-722-6900
1175 Industrial Parkway
Medina, OH 44256

OR - PORTLAND 5503-620-0611
12805 SW 77th Place
Portland, OR 97223

PA - LANCASTER 717-650-1044
180 North Donnersville Road
Mountville, PA 17554

SD - WATERTOWN 605-882-3004
1901 14th Avenue Northwest
Watertown, SD 57201

TN - WHITE HOUSE 615-672-4911
200 Edenway Drive
White House, TN 37188

TX - FORT WORTH 817-698-8005
3155 S. Burleson Blvd.
Burleson, TX 76028

VA - GLEN ALLEN 804-752-2811
11072 Washington Highway
Glen Allen, VA 23059

TX - SAN ANTONIO 210-476-7777
142 Gemblor Road
San Antonio, TX 78219

WI - WAUKESHA 262-547-8500
N4W22610 Bluemound Road
Waukesha, WI 53186

WA - SEATTLE 206-764-5025
7829 South 206th Street
Kent, WA 98032

MOBILE SERVICE 800-292-1931
Nationwide

DISTRIBUTOR LOCATIONS

JAMES A. KILEY COMPANY

15 Linwood Street
Somerville, MA 02143-2188
617.776.0344
www.jakiley.com

RING POWER

500 World Commerce Parkway
St. Augustine, FL 32092
904.737.7730
www.ringpower.com

COMMERICAL TRUCK EQUIPMENT

591 Chester Road
Annacis Business Park
Delta, BC CANADA V3M 6G7
800.665.6126
www.commercialtruckequipment.ca

WAJAX EQUIPMENT

815 Trillium Drive
Kitchener, ON CANADA N2R 1J9
866.376.4430
www.wajaxequipment.com



**Terex offers life cycle solutions for your equipment needs.
Trust your local Terex® Service Center to repair, recondition and inspect
your equipment.**

- ▶ Full Service repair facilities
- ▶ Terex® OEM factory trained service technicians
- ▶ Fluid power certified
- ▶ Certified welders
- ▶ OEM Inspections & repairs required by ANSI/OSHA
- ▶ Aerial reconditioning & refurbishing
- ▶ Emergency repairs

- ▶ Cylinder repair
- ▶ Equipment rebuilds and transfers
- ▶ Major repair work
- ▶ Damage estimates
- ▶ Hydraulic repair & rebuild
- ▶ Electrical troubleshooting & repair
- ▶ Mobile Field Service
- ▶ Parts, Tools & Accessories

www.terex.com/utilities



WORKS FOR YOU.™

TRAINED TO DELIVER



Terex Utilities offers a variety of training opportunities that can be customized to fit your needs. Whether it's service training, factory and regional service schools, our annual Hands-On training event or other programs, we have you covered, to provide equipment knowledge as an aid in your qualifying personnel for the tasks assigned.

Service Training

Customized Customer Training

If your company is investing in a new product line or if you just need to update your shop technicians, customized customer training is the ideal solution! Our experienced instructors can customize a training program to your specific needs, on-site using your equipment.

Regional Service Schools

Terex Utilities offers a number of regional service schools in conjunction with our Service Centers to provide customers with cost effective training featuring both hands-on training and classroom training conducted by our world class service training department.

Hands-On Training

Terex Utilities' annual Hands On program provides essential training on the operation and application of Terex Utilities Digger Derricks, Hi-Ranger Aerial Devices and Auger Drills. The program is designed for customers as well as distributor personnel to participate and understand the proper operations of the equipment. Participants will gain valuable training on the application of the equipment to meet various jobsite requirements, as well as an understanding of work methods and safety procedures.

The three-day Hands On program is systematically arranged using eight training stations setup at our outdoor training facility. Participants at each station operate the equipment and perform actual jobs under direct supervision of Terex Trainers. On the third day of training, participants have the opportunity to construct a utility line from start to finish using the skills they've learned throughout the week.



Fluid Power Society (FPS) Certification

The Mobile Hydraulic Mechanic certification offered by the International Fluid Power Society provides mechanics the knowledge and skills needed to service digger derricks, aerial devices and auger drills in your fleet. Individuals interested in pursuing a Fluid Power certification through Terex Utilities will have the opportunity to go through a review session led by our certified FPS Instructors before attempting the written and hands-on exams. The training and certification testing can be preformed at a Terex Utilities location or at a customer location.

Example topics: hydraulic symbols, diagrams, using calipers and micrometers, preventing and repairing system leaks, proper procedure to take fluid samples, checking the system for water, replacing hoses and fittings, contamination, checking the condition of hydraulic filters and crimping.

NCCCO Digger Derrick Operator Certification

The Terex Utilities Digger Derrick Edge Operator Safety Training Program has been an industry leader for years providing your operators with the skills and knowledge they need to operate their digger derrick properly. With the release of the NCCCO Digger Derrick Certification, The Digger Derrick Edge has been completely revamped to build a solid understanding of the requirements set forth by ANSI and OSHA needed for the digger derrick operation.

TRAINED TO DELIVER



NCCCO Foundation Drill Rig Operator Certification

Terex Utilities is now authorized to administer the NCCCO Foundation Drill Rig Operator Certification exams. To achieve NCCCO certification for Foundation Drill Rig, candidates must successfully complete written and practical exams, including demonstration of inspection, use of safety protocols, identification of controls and ability to pick and laydown pipe, position tools, drill, and safely secure the equipment in shutdown.

The Edge - Operator Safety Training

The Edge is a web-based course allowing you and your personnel to study the safe operation of digger derricks and/or aerial devices at your own pace, when it is convenient for you. The course, information and applied knowledge are designed by our premiere utility equipment training staff to provide you with an innovative, cost effective and efficient training solution.



For larger classes or time-sensitive training, we also offer the Edge training courses for digger derricks and/or aerial devices as instructor led courses. Our instructors will come on-site to deliver the Edge training to your employees using your equipment.

Both the digger derrick and aerial device courses provide comprehensive information on the proper operation of the unit.

Examples of the topics covered in the Edge courses include: general guidelines, before and during operations, electrical hazards, emergency operation and hand signals.

Master Mechanic Learning Center

The Master Mechanic Learning Center provides our customers, distributors, and team members with a variety of training opportunities to better understand, maintain, and safely operate our equipment. The courses currently available through the Master Mechanic Learning Center are EDGE Operator Training, Inspection Courses, Industry Courses and Drivers Safety Training. For a full list of current courses, please go to www.terex.com/utilities/en/support/training/master-mechanic-learning-center.

CALL US AT 844-TEREX-4U (844-837-3948) FOR MORE INFORMATION
www.terex.com/utilities

Effective Date: August 2019. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. © 2019 Terex Corporation.



WORKS FOR YOU.™



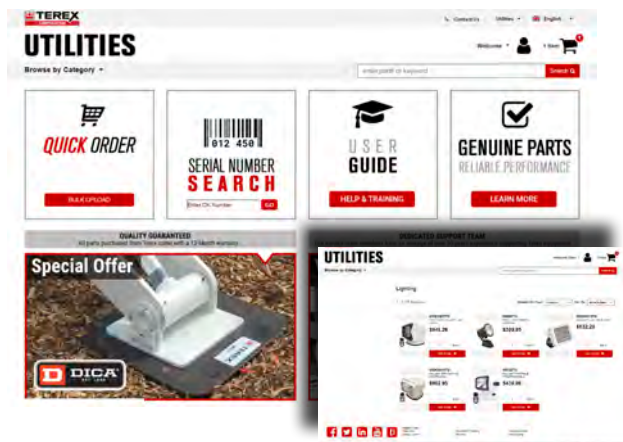
NEW E-COMMERCE OPTIONS!

Terex Now Offers Online Parts Store & Interactive Parts Manuals

We are excited to offer two new services for easy access to information and to efficient parts ordering.

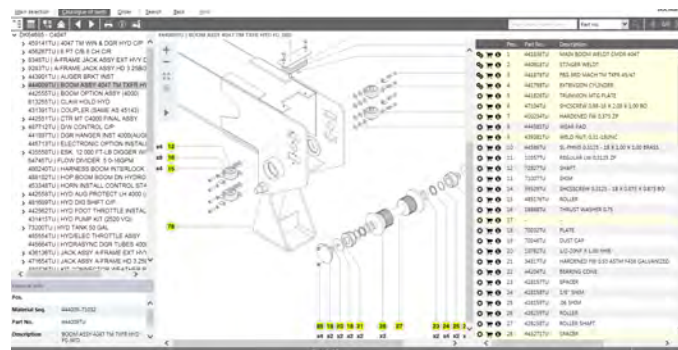
On-line Parts Store

- Search and browse by keywords, part number or categories
- Order parts, tools and accessories to outfit your fleet
- Link to the Interactive Parts Manual for parts references
- View all your orders and invoices
- Track your shipment



Interactive Parts Manual

- Provides the ability to search unit parts manual by keywords or part numbers
- Quick and easy navigation through their unit and to where a part is used
- Multiple views on parts and assemblies to ensure readability
- Complete bill of materials linked to the Online Parts store for direct ordering from the manual



Terex works hard to continually improve the services we offer our customers. We strive to provide a positive experience throughout the entire process.

Call 1.844.TEREX.4U / www.parts.terex.com



WORKS FOR YOU.™



DOING IT RIGHT, EVERY TIME

Terex Utilities is committed to the Terex Way values and overall purpose of improving lives around the world. We accomplish this through sustainability, corporate responsibility and delivering results that matter for our customers and team members:

HEALTH, SAFETY & ENVIRONMENTAL STEWARDSHIP:

For Terex, safety is an absolute way of life – whether you work for us, supply us, use our equipment or receive our services. All team members are committed to our journey to “Zero Harm” and are responsible to each other for continuous improvement in safety. We operate in an environmentally conscious manner and comply with all local, state and federal requirements.

- We offer green solutions for our customers, which includes the **Terex® HyPower™ IM** idle mitigation and the **Terex HyPower™ Hybrid System**. Both are designed to help reduce overall emissions while working in the field.
- Our new facility has an onsite storm water treatment basin and drought resistant plantings, which include approximately 2,000 perennials and shrubs and prairie grass that is supportive of storm water infiltration and pollinator habitat.
- The new facility also utilizes LED fixtures, which have around 54% energy savings and LED Site poles, with around 70% energy savings.
- We work to meaningfully reduce waste and foster a culture of conservation. We continually work to identify waste reduction, recycling and re-use opportunities.



Sharing electrical safety tips with students.



Pink auger campaign for breast cancer services and education.

OUR TEAM, OUR WORKPLACE & OUR COMMUNITIES:

One of our key values is Citizenship. We encourage our team members to get involved in their local communities, such as supporting STEM education in middle schools, participating in a run for a local charity or building a home for a family in need, our team members are at the ready to give back.

- Terex team members visit local schools and share electrical safety tips to students.
- Team members also volunteer at the local PACH program, which helps to feed children and youth in need.
- Team members are supported as they volunteer in their local communities as coaches, volunteer fire fighters, 4-H leaders and much more.
- The Terex Gives Back Matching Gifts Program provides matches for team members' donations to approved nonprofit 501c3 organizations.

WORKS FOR YOU.™



DOING IT RIGHT, EVERY TIME

INTEGRITY, COMPLIANCE & BUSINESS ETHICS:

We are committed to creating and maintaining an ethical business culture. We are an organization of high integrity – and continually work to do things right, the Terex Way. Every Terex team member is a guardian of our Company's reputation. Terex has Business Practices Advocates (BPA) identified at each Terex business segment that support team members on business practice-related questions. The BPA works closely with the site leader in achieving our business ethic goals.

OUR PRODUCTS AND HOW CUSTOMERS USE THEM:

Our products help improve the lives of people – by being used to build and maintain the electric utility infrastructure around the world. But that is only a start. By working with our customers, we continue to develop products, features and solutions that will continue to help meet the changing needs of the industry.

THE TEREX WAY VALUES

Integrity

Respect

Improvement

Servant Leadership

Courage

Citizenship



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