Page 3 of 3

Town	of	Orangetown	Town	Board
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Date: July 10, 2020

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

GML 239 § (I) & (m) Referral / Amendment to Town Code / Chapter 43, Article IV / Special Permit / Temporary Outdoor Storage of Vehicles; and SEQRA Lead Agency Determination

The Rockiend County Planning Dept. agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

7/21/2020 Date

(Signature)

Michael Kezner Planner
(Print Name and Title)

Rockland County Planning Dept.
(Name of Agency)

Encl.

Town of Orangetown Town Board

Date: July 10, 2020

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

GML 239 § (I) & (m) Referral / Amendment to Town Code / Chapter 43, Article IV / Special Permit / Temporary Outdoor Storage of Vehicles; and SEQRA Lead Agency Determination

The Town of Orangetoun Hanny Board agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

Chairman.
(Print Name and Title)

Plannin Board.
(Name of Agency)

Encl.

Town of Orangetown Planning Board Meeting Wednesday, July 22, 2020

Other Business:

1. The Board reviewed and approved the selection of AKRF to review the Traffic Impact Study for 125 and 155 Greenbush Road Site Plans.

*

2. The Planning Board consented to the Town Board as Lead Agency for the Amendment to the Town Code/ Chapter 43, Article IV/ special Permit Temporary Outdoor Storage of Vehicles.

The decisions of the July 8, 2020 Planning Board Meeting was reviewed, edited, and approved. The motion for adoption was made and moved by Michael Mandel and seconded by Andrew Andrews and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Andrew Andrews, aye; Michael Mandel, aye; Robert Dell, aye; Michael McCrory, absent; Stephen Sweeney, aye, and Bruce Bond, aye.

Since there was no further business to come before the Board, a motion to adjourn the meeting was made by Stephen Sweeney and seconded by Bruce Bond and agreed to by all in attendance. The meeting was adjourned at 8:30 p.m. The next Planning Board meeting is scheduled for September 9, 2020.

DATED: July 22, 2020

Cheryl Coopersmith
Chief Clerk Boards and Commissions
Town of Orangetown Planning Board

Town of Orangetown

Town Hall 26 W. Orangeburg Road · Orangeburg NY, 10962

Telephone: (845) 359-5100 ext. 5004 · Fax: (845) 359-5126

e-mail: tclerk@orangetown.com website: www.orangetown.com



July 10, 2020

Rockland County Dept of Planning Arlene Miller, Commissioner 50 Sanatorium Rd., Building T Pomona, NY 10970

RE: GML 239 § (I) & (m) Referral / Amendment to Town Code / Chapter 43, Article IV / Special Permit Temporary Outdoor Storage of Vehicles; and SEQRA Lead Agency Determination

Pursuant to General Municipal Law § § 239-1 & m, enclosed please find the Referral Form and supporting documents, relating to the above referenced action.

Also enclosed is a Lead Agency Circulation Letter from the Town Board, indicating its intention to act as a Lead Agency with respect to this Code change. To the extent you are able to respond on the issue of Lead Agency status prior to the expiration of **30-days**; your cooperation would be appreciated.

Thank you for your attention to the referenced matters.

Very truly yours,

Rosanna Sfraga Town Clerk

Encl.

CC: Orangetown Planning Board

Town of Orangetown

Town Hall 26 W. Orangeburg Road · Orangeburg NY, 10962

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Lead Agency Coordination Letter from the Town of Orangetown

July 10, 2020

Rockland County Dept of Planning Arlene Miller, Commissioner 50 Sanatorium Rd., Building T Pomona, NY 10970

RE: GML 239 § (I) & (m) Referral / Amendment to Town Code / Chapter 43, Article IV / Special Permit / Temporary Outdoor Storage of Vehicles; and SEQRA Lead Agency Determination

The Town Board of the Town of Orangetown, Rockland County, New York is hereby notifying you that, at its meeting held on *July 7, 2020* the Town Board adopted a resolution in connection with the proposed action, to wit, a proposed change to the Town Code, Special Permit – Temporary Outdoor Storage of Vehicles; (i) declaring its intention to act of Lead Agency under SEQRA; (ii) making the preliminary determination that the proposed action is an "unlisted" action under SEQRA; (iii) directing that a SEQRA letter be circulated to the Rockland County Planning Department for GML review, and to the Orangetown Planning Board for its review and recommendation under the Town Code.

The Town Board has determined that the action proposed is subject to review under the State Environmental Quality Review Act ("SEQRA"), and that such action constitutes an "unlisted" action. The Town Board, by Board Resolution, has expressed its intention to serve as Lead Agency for the action and, pursuant to Sections 617.6 (b) and (c) of the N.Y.C.R.R., and requests your agreement that it is designated.

The Town Board further wishes to expedite the designation of the Lead Agency and requests prompt reply. If you agree to the Town Board being designated Lead Agency, please sign this letter where indicated below and mail and/or fax (845) 359-5126 as soon as possible. If your agency does not submit a written objection within 30 days of the mailing of this notification, the Town Board will assume the role of lead agency for this action.

Lead Agency Coordination Letter from the Town of Orangetown

Enclosed please find a copy of the proposed Local Law, Short EAF Form, GML 239 §§ referral form to Rockland County Department of Planning, and other relevant documents and information relating to the proposed action.

Thank you for your cooperation and courtesy.

Rosanna Sfraga, Town Clerk

Encl.

CC: Orangetown Planning Board

10wn of Orangetown 10wn Board		
Date: July 10, 2020		
Response to request that the Town of for the:	f Orangetown Town Board be designated to serve as Lead Ag	gency
GML 239 § (l) & (m) Referral / An / Temporary Outdoor Storage of V	nendment to Town Code / Chapter 43, Article IV / Special ehicles; and SEQRA Lead Agency Determination	l Permit
The the Town of Orangetown as lead age:	agrees to the designation of the Town Boancy for the above-referenced project.	ard of
Date	(Signature)	
	(Print Name and Title)	
	(Name of Agency)	
Encl.		



TOWN CLERK TOWN OF ORANGETOWN TOWN HALL

26 ORANGEBURG RD. ORANGEBURG, NY 10962

TEL: (845)359-5100 FAX: (845) 359-5126 townclerk@orangetown.com

PC-RTBM 7/7/2020

RESOLUTION NO. 297 SET DATE / PUBLIC HEARING / RTBM OF AUGUST 18, 2020 AT 7:25 P.M. PROPOSED AMENDMENT / CHAPTER 43, ARTICLE IV SPECIAL PERMIT OUTDOOR PARKING AND STORAGE OF VEHICLES

RESOLVED, the Town Board will hold a Public Hearing on August 18, 2020 at 7:25 pm on a proposed amendment to the Town Code, CHAPTER 43, Zoning, Article IV, Section 4.3 regarding Special Permits to permit the outdoor storage of vehicles under certain enumerated conditions.

Councilperson Jerry Bottari offered the above resolution, which was seconded by Councilperson Denis Troy and was Adopted:

Motion: 5 - 0

Ayes: Councilperson Denis Troy, Councilperson Jerry Bottari, Councilperson Paul Valentine,

Councilperson Thomas Diviny, Supervisor Teresa M Kenny

Noes: None

RESOLUTION NO. 298

DECLARATION OF INTENTION OF TOWN BOARD TO SERVE AS LEAD AGENCY PURSUANT TO SEQRA / AMENDMENT TO TOWN CODE / CHAPTER 43 ARTICLE IV / SPECIAL PERMIT / TEMPORARY OUTDOOR STORAGE OF VEHICLES

WHEREAS, the Town Code currently provides for the issuance of Special Permits for the temporary outdoor storage of vehicles under certain terms and conditions, and

WHEREAS, the Town Board is desirous of permitting the temporary outdoor storage of vehicles under certain terms and conditions, and

WHEREAS, upon review of the proposed Local Law, Short Environmental Assessment Form, and related documents and filings, the Board makes the following preliminary determinations:

The proposed action is one subject to review under the State Environmental Quality Review Act ("SEQRA");

RESOLUTION NO. 298 - Continued

The proposed action as an "Unlisted" action; and The following are involved or interested or involved agencies in the review process:

Orangetown Planning Board Rockland County Department of Planning

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby declares its intention to serve as Lead Agency for the purpose of environmental review under SEQRA, and directs that a Lead Agency Coordination Letter with relevant documents be circulated to and among the various above referenced agencies; and

BE IT FURTHER RESOLVED, that the circulation to the Rockland County Department of Planning further be for the purpose of review pursuant to General Municipal Law §§ 239-1 & m; and

BE IT FURTHER RESOLVED, that, pursuant to Town Code Chapter 43, § 10.5, the Town Board hereby refers the said proposed Local Law, amending the Town Code, to the Town Planning Board, inviting its input regarding, among other things, the implications of such an amendment, and requesting a response within 30-days.

Councilperson Paul Valentine offered the above resolution, which was seconded by Councilperson Thomas Diviny and was Adopted:

Motion: 5 - 0

Ayes: Councilperson Denis Troy, Councilperson Jerry Bottari, Councilperson Paul Valentine,

Councilperson Thomas Diviny, Supervisor Teresa M Kenny

Noes: None

ROCKLAND COUNTY DEPARTMENT OF PLANNING REFERRAL FORM FOR GENERAL MUNICIPAL LAW REVIEWS

wunicipality:	TOWN OF ORAN	GETOWN		
Date Sent:	July 2020			
Board: X	Town Board	Town /Village	Meeting Date	: August 18, 2020
Orangetown, Permit Ten SEQRA; makin	Chapter 43, Article nporary Outdoor S	e IV, Amendment to storage of Vehicles, of etermination that the	Town Code / Cha leclaring its intenti	nange the Code of the Town of apter 43, Article IV / Special on to act as Lead Agency under an "unlisted" action under
Contact Perso Address	٠	rino, Town Attorney eburg Road, Orangeb	urg, New York 109	962
RC High RC Divi RC Drai RC Dep RC Sew NYS De NYS De NYS Th NY-NJ Palisade US Arm Cornell X RC Dep Adjacen	the the agencies that in the way Department is ion of Environment in age Agency artment of Environment District #1 epartment of Environment of Transportment of Transportment Of Transportment Of Transportment Of Environment Of Environment Of Environment Of Engineer Cooperative Extension artment of Planning the Municipality:	nental Health (Sewers nmental Conservation ortation ong Path) mmission	s, Water, Mosquito	Code, Underground Tanks)
Pursuant to the 239 (n) 239 (l) & (m):	Subdivi		Special Permit	_X_ Zone Change/Amendment
Location of Pa	rcel(s): Various			
		ot Acreage Propose 1 Sq. Footage		
	in Question Lies Wooad tream ark	ithin 500 Feet of: (Po State R State Pa	otential Developme oad, Thruway, or F ark , Town, or County	ent Sites) Parkway

Map Block Lot(s) Map Map Lot(s)	Current Zoning:	TATE 4
Brief Project Description: 1) – Proposed regarding Special Permits to permit the ou		
2) N/A		·
Variances Needed (if applicable)	Required	Provided
Rockland County Department of Planning 9/13 (G:\All	\GML\GML Referral Form]	

LOCAL LAW NO. ___OF 2020 OF THE INCORPORATED TOWN OF ORANGETOWN, NEW YORK TOWN BOARD TO AMEND CHAPTER 43 OF THE TOWN CODE TO PROVIDE FOR A SPECIAL PERMIT FOR TEMPORARY OUTDOOR STORAGE OF VEHICLES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

Section 1.

As amended, <u>Additions are underlined</u>, <u>Deletions are stricken</u>. Article IV of Chapter 43 of the Town Code is amended as follows:

Article IV Special permit uses; special findings and additional requirements and conditions for certain uses.

§4.32 (Q) Temporary outdoor storage of vehicles

- i. Lots that are a size of 20 acres or more and located in the LI, LIO, LO and OP districts may apply for and receive authorization for a special permit to utilize existing excess parking spots for the temporary outdoor storage of wholesale vehicles intended for retail sales, notwithstanding the parking requirements for uses at the property, under the following terms and conditions:
 - a. Notwithstanding anything to the contrary contained in §4.31, the Planning Board shall have jurisdiction to issue any special permit authorized by this section.
 Applicants must provide an update to a previously approved site plan and delineate the existing parking spaces intended for the storage and parking of vehicles.
 - No additional parking spaces may be constructed, including spaces that may have been previously approved but not constructed. No additional impervious coverage is permitted.
 - c. Parking calculations must be provided to demonstrate that existing conditions at the property are such that there is sufficient parking for the uses in existence at that property at the time of the application and for the duration of any permit issued hereunder. The Planning Board may consider that required parking provided for in the Code may be more than is necessary for existing tenants or potential tenants.
 - d. Only wholesale vehicles intended for retail sales are permitted to be stored under this special permit. All vehicles must be mechanically operational and parked in existing designated parking spaces. No parking or storage of junk vehicles is permitted. No more than five hundred vehicles may be stored at any one time pursuant to a special permit issued hereunder.
 - e. Properties eligible for a special permit under this section must be a minimum of five hundred feet (500') from any residential property.

- f. Any incoming or outgoing delivery of vehicles, including loading or unloading of vehicles, must be conducted solely on the subject property and any areas for the loading or unloading of vehicles must be shown on the site plan. Incoming and outgoing deliveries, and loading and unloading of vehicles, is permitted Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. only.
- g. Permits issued under this section shall authorize storage of vehicles for a period of one year from the date of issuance, with a one-time renewal at the discretion of the Planning Board for a period of an additional year. No further special permits under this section may be authorized for the same property, regardless of a change in ownership, until the expiration of one year from the expiration date of the most recent permit and any renewal thereof. No property may receive more than three special permits as authorized by this section over a 10 year period, measured from the date of issuance of the first special permit authorizing same, whether the special permit was extended or not. This provision shall be measured from the issuance of the first special permit issued in any 10 year period and every 10 years thereafter.
- h. The Planning Board shall have the right to revoke or deny any special permit authorized pursuant to this section upon a finding that a change in occupancy of any building at the premises will result in the necessity to reduce or eliminate authorization to store vehicles pursuant to this section. The permit holder shall have a right to a hearing before the Planning Board prior to any revocation.
- i. Any violation of the terms of a special permit issued pursuant to this section shall be a violation of this section subject to penalty in accordance with Chapter 41A of the Orangetown Code.

Section 2. Severability Clause

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

This Local Law shall become effective immediately upon being filed with the Secretary of State.

RECEIVED

JUL 27 2020

SUPERVISOR'S OFFICE

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center 50 Sanatorium Road, Building T Pomona, New York 10970

Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz Acting Commissioner Arlene R. Miller Deputy Commissioner

July 22, 2020

Orangetown Town Board 26 Orangeburg Road Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date:

Date Review Received: 7/16/2020

Item: TOWN OF ORANGETOWN - SPECIAL PERMITS (O-2403)

Amendment to the zoning code to allow for the issuance of a special permit to allow the temporary outdoor storage of vehicles, for up to one year. This section applies only to lots of 20 or more acres located in the LI, LIO, LO, and OP zoning districts.

LI, LIO, LO, and OP zoning districts

Reason for Referral:

State and County roads, facilities, and parks; County streams; adjacent municipalities; Long Path Hiking Trail

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

*Recommend the following modifications

- 1 Visual buffers (landscaping, fencing, etc.) should be provided to screen the vehicles from adjacent properties and/or County and State highways.
- 2 If a property is within the Route 303 corridor, it must meet the requirements of the Route 303 Overlay Zone. This will ensure the intent of the Overlay Zone is not undermined and that the existing buffe areas will not be filled in with stored vehicles.

Douglas J. Schuetz

Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown

Town of Clarkstown Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack,

TOWN OF ORANGETOWN - SPECIAL PERMITS (0-2403)

Piermont, South Nyack

*NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.



June 30, 2020

ery truly yours,

Christopher Day Supervisor Town of Orangetown 26 Orangetown Road Orangeburg, NY 10962

Dear Mr. Day:

Brown & Weinraub, PLLC agrees to provide legislative and regulatory representation on behalf of Town of Orangetown beginning on August 1, 2020 through July 31, 2021 for a monthly fee of \$4,000.00, plus disbursements. This agreement may be terminated by either party, by providing the other party with thirty (30) days written notice.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to our office.

This agreement will be filed with the New York State Joint Commission on Public Ethics.

ACCEPTED AND AGREED:

By:
Christopher Day
Town of Orangetown

David N. Weinfraub

David N. Weinfraub

Date



ACOUSTICS, NOISE & VIBRATION • AIR QUALITY • CLIMATE CHANGE • CONSTRUCTION MANAGEMENT/RESIDENT ENGINEERING & INSPECTION SERVICES (REI) • CULTURAL RESOURCES • ECONOMICS & REAL ESTATE • ENVIRONMENTAL IMPACT ASSESSMENT • GEOGRAPHIC INFORMATION SYSTEMS (GIS) • GEOTECHNICAL ENGINEERING • LANDSCAPE PLANNING & DESIGN • MARINE ENGINEERING • MUNICIPAL & REGIONAL PLANNING • NATURAL RESOURCES • PERMITTING & COMPLIANCE • PUBLIC OUTREACH • SITE ASSESSMENT & REMEDIATION • SITE/CIVIL ENGINEERING • TRAFFIC • TRANSPORTATION • WATER RESOURCES

AKRF—a multidisciplinary consulting firm specializing in environmental, planning, and engineering services—is considered the consultant of choice to tackle a wide range of complex, controversial, and time-sensitive projects for public agencies, private clients, and municipalities. We develop real-world solutions for projects large and small and within tight deadlines. By combining the breadth and resources of larger firms with the specialized know-how and attentiveness offered by smaller ones, we complete a wide variety of projects and deliver sustainable solutions with substantial, measurable value to our clients.

ACOUSTICS, NOISE & VIBRATION

- Architectural Acoustics
- (E) Designations & Restrictive Declarations
- Environmental Noise & Vibration
- Noise Code Compliance
- Building Attenuation Studies
- Construction Noise & Vibration
- Litigation Support

AIR QUALITY

- Analysis for Environmental Review
- Permitting
- Strategy Planning & Regulatory Compliance
- Air Quality Policy Support
- (E) Designations
- Air Sampling Programs

CLIMATE CHANGE

- Climate Action Planning & Policy Facilitation
- Greenhouse Gas Inventory & Forecast Development
- Corporate Carbon Footprint/ Sustainability
- Renewable Energy & Efficiency Strategies
- Project Analysis & Regulatory Compliance

CONSTRUCTION MANAGEMENT & REI

- Program Management Services
- Resident Engineering & Inspection Services (REI)
- Constructability & Design Review
- Commissioning, Start-Up & Testing
- Claims Avoidance/Mitigation

CULTURAL RESOURCES

- Archaeological Investigations
- Historic Resources Documentation
- Section 106 Consultation
- Regulatory Review & Agency Coordination
- Preservation Planning & Public Outreach
- Construction Monitoring & Protection Plans

ECONOMICS & REAL ESTATE

- Demographic & Market Conditions
- Real Estate Advisory Services
- Economic & Fiscal Impacts
- Tourism & Hospitality

SERVICES continued >>>



FULL LINE OF CAPABILITIES

ENVIRONMENTAL IMPACT ASSESSMENT

- National Environmental Policy Act (NEPA)
- State/Local Environmental Compliance
- NYS/NYC Environmental Review (SEQRA/CEQR)
- Environmental Justice Analysis & Outreach
- Section 4(f) & Section 6(f) Evaluations

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

- Site Selection Analysis
- Sun & Shadow Studies
- Data Development & Management
- Map Production & Data Visualization
- Application Development
- Systems Consulting & Training

GEOTECHNICAL ENGINEERING

- Subsurface Exploration
- Geotechnical Analyses & Design Recommendations
- Support of Excavation & Underpinning
- Special Inspections
- Finite Element & Advanced Seismic Studies
- Forensic Engineering Analyses

LANDSCAPE PLANNING & DESIGN

- Ecological Design
- Site Design
- Master Planning

MARINE ENGINEERING

- Urban Waterfront & Coastal Structures
- Waterfront Inspection & Rehabilitation
- Geotechnical Investigation
- Permitting & Compliance
- Construction Services
- Forensic & Post-Event Investigations

MUNICIPAL & REGIONAL PLANNING

- Comprehensive Plans & Community Design
- Downtown Redevelopment & Economic Renewal
- Zoning Studies/Code Development
- Application Review
- Waterfront Planning
- Visioning & Public Outreach

NATURAL RESOURCES

- Permitting & Compliance
- Ecological Restoration & Management
- Aquatic Studies & Biological Monitoring
- Wetland Restoration & Mitigation
- Terrestrial Studies
- Threatened & Endangered Species
- Arborist Services

PERMITTING & COMPLIANCE

- Acoustics & Vibration
- Air Quality
- Coastal Zone Consistency Review
- (E) Designations
- Section 316(a) & 316(b) Permits
- Site Assessment & Remediation
- Water Quality
- Wetlands/Waterfront Development

PUBLIC OUTREACH

- Visual Communications
- Public Engagement

SITE ASSESSMENT & REMEDIATION

- Site Investigations
- Brownfield Remediation
- Remedial Design
- Storage Tank Management
- (E) Designations
- Asbestos & Lead Paint Investigations
- Indoor Air Quality Investigations
- Litigation Support

SITE/CIVIL ENGINEERING

- Design & Permitting
- Utility & Stormwater Infrastructure Design
- Traffic & Roadway Improvements
- Sustainable Design
- Municipal Engineering
- Construction Inspection & Resident Engineering

TRAFFIC

- Traffic & Parking Studies
- Transit Analysis
- Pedestrian Studies
- Construction Impact Assessment
- Travel Demand Forecasts
- Simulation Modeling

TRANSPORTATION

- Transportation Project Development
- Alternatives Analyses
- New Starts/Small Starts Projects
- Transit-Oriented Development

WATER RESOURCES

- Watershed Planning
- Stream/Wetland Assessment & Restoration
- Flood Studies/Floodplain Mapping & Permitting
- Hydraulic, Hydrologic & Water Quality Modeling
- Sustainable Stormwater Design & Management



AN INTEGRATED APPROACH

WATERFRONT REVITALIZATION:

Nationwide, communities are revitalizing former industrial waterfronts and creating vibrant public spaces and mixed-use developments. AKRF provides clients with economically viable and environmentally sound waterfront planning and development solutions.

STRATEGIC PLANNING: AKRF experts in a wide array of fields communicate and strategize throughout the development of a project, providing clients with a complete approach. We excel at understanding client values and establishing realistic project objectives while completing projects on a timely and cost effective schedule.

TRANSPORTATION: Whether developing nationally recognized transportation infrastructure or evaluating site-specific enhancements, our team identifies critical issues and finds feasible and realistic steps toward project success. We provide our clients with a full range of services, including: environmental assessment, traffic analysis, planning, engineering, construction monitoring, and permitting services.

energy: We offer the full array of environmental services necessary for planning, licensing, constructing, and operating power facilities, as well as natural gas processing and transportation systems. Our experience ranges from site selection, application preparation, and regulatory agency negotiations to construction and operational compliance support.

AKRF
integrates
environmental,
planning, and engineering
services to strategically
address our clients' needs.

Our INTEGRATED APPROACH brings together the knowledge, talents, and technical capabilities of our entire staff of experts to address each project's unique challenges. SITE SELECTION: We

pinpoint the best possible locations for our clients' projects by integrating GIS tools into our environmental, planning, and engineering practices. AKRF examines sites from all angles to identify areas suitable for development. We also perform due diligence on candidate sites to project the future conditions of the surrounding study area.

BROWNFIELD REDEVELOPMENT: Our planners, remediation experts, economists, engineers, and landscape architects collaborate to create remediation and redevelopment plans for local development corporations, not-for-profits, private developers, and government agencies. We incorporate the community's vision and seamlessly reintegrate brownfield sites into the surrounding area.

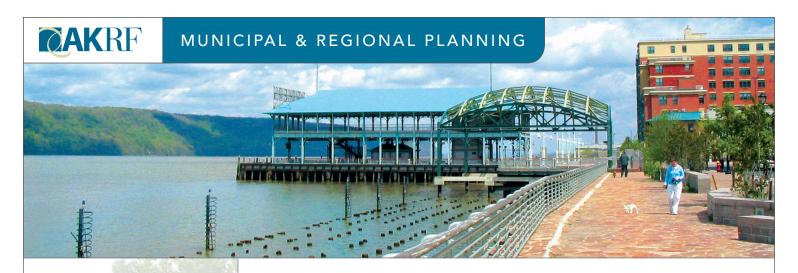
the environmental issues often encountered during construction.

Our archaeologists, engineers, and specialists in site assessment and remediation, vibration, air quality, stormwater management, natural resources, and traffic coordinate with our construction management and engineering staff to oversee projects through the final stages of building.

sustainable approach to water management helps our clients to implement conservation strategies. We develop multi-objective and ecologically intact systems that support diverse uses and values, including water supply, waste and flood conveyance, food and energy production, commerce and navigation, and recreation.

WATER RESOURCES: Our science-driven,

SUSTAINABILITY: AKRF's sustainability analysis and design services focus on climate change, site design, water resources, and comprehensive planning and community design. Our team of experts includes LEED Accredited Professionals, Professional Engineers, scientists, planners, and landscape designers.



KRF's municipal and regional planners provide a range of services to communities throughout the Mid-Atlantic and Northeast. Our staff prepare Comprehensive Plans, Special Area Plans, and Zoning Amendments; conduct site plan, subdivision, and State Environmental Quality Review Act (SEQRA) reviews; and manage special projects for cities, towns, villages, and counties.

To provide our clients with thorough analyses, plans, or designs, our staff evaluate existing conditions, build consensus with involved parties, and develop strategies to support sustainable growth, all while respecting the local character of a neighborhood or region. From planning and design of small community gateways and centers to transforming manufacturing areas into vibrant commercial development to integrating regional transportation, economic, and redevelopment studies, AKRF applies this approach to community planning and regional development.

No matter the scale of the assignment, our planners focus first on the objectives and desired outcomes. Utilizing a strong public engagement process, we work closely with local and county governments to ensure that our assignment addresses the needs of the decision-makers and the general public.

CONTACT US:

Ashley Ley, AICP T) 914.922.2360 E) aley@akrf.com

www.akrf.com

Call AKRF to find out how our experts can assist with your consulting needs.



MUNICIPAL & REGIONAL PLANNING EXPERTISE

- Comprehensive Plans & Community Design
- Downtown Redevelopment & Economic Renewal
- Zoning Studies & Code Development
- Site Plan and SEQRA Review
- Waterfront Planning
- Visioning & Public Engagement









MUNICIPAL & REGIONAL PLANNING

COMPREHENSIVE PLANS & COMMUNITY DESIGN

Our planners and landscape architects, use Geographic Information Systems (GIS) to develop comprehensive and master plans for towns and regions, as well as plans for reuse of campuses, facilities, and individual neighborhoods. Through careful consideration of existing development patterns, traffic patterns, community facilities, and environmental resources, we develop plans that appropriately guide sustainable growth and development according to the goals of the community.

DOWNTOWN DEVELOPMENT & ECONOMIC RENEWAL

Many of AKRF's clients have successfully implemented our studies and findings into their community's downtown development plans. Our studies address the economic conditions in an area and recommend strategies to enhance the natural, social, and economic assets of individual communities. Our scope of services includes historic preservation tax credit applications, economic market assessments, retail merchandising assessments, traffic and parking studies, and redevelopment plans.

ZONING STUDIES & CODE DEVELOPMENT

We help municipalities craft zoning that results in desired and compatible development. Having prepared zoning studies and written zoning codes to achieve a wide variety of goals for downtown centers and rural communities, these codes have transformed older downtowns and former industrial areas into vibrant mixed-use communities and preserved significant tracts of open space in communities that are seeing significant development pressure. We employ innovative planning and zoning strategies for achieving goals, including transfer of development rights (TDR), purchase of development rights (PDR), conservation or cluster subdivision, transit-oriented development (TOD), and traditional neighborhood design (TND). We have developed special area plans and design guidelines to recognize unique environmental features or the architectural character of communities.

SITE PLAN & SEQRA REVIEW

Our planners, landscape architects, and engineers have experience in reviewing both large and small development applications. We guide municipal clients through site plan reviews, subdivisions, and redevelopment projects and provide constructive feedback and substantive comments to improve project design and minimize environmental impact. Our team also provides services to municipalities to assist in the review of environmental impact studies to ensure their completeness and accuracy.

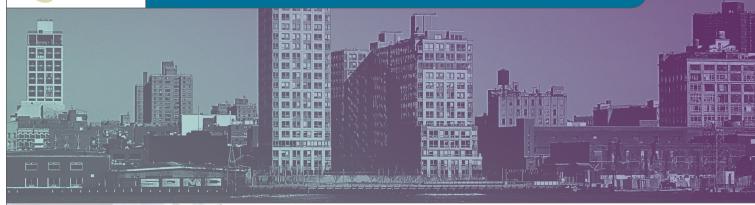
WATERFRONT PLANNING

Reclamation and protection of waterfront areas is becoming increasingly important to both urban and non-urban communities; this is a trend AKRF has supported from our earliest days. Enhancing critical habitats and public access while formulating redevelopment, poses exciting challenges that we have helped plan and implement via an array of diverse projects for more than 30 years. Whether it's converting an industrial site into a mixed-use development, or meeting the outdoor passive and recreational needs of a community, each initiative spawns new solutions to complex and exciting community improvements.

VISIONING & PUBLIC ENGAGEMENT

Our planners customize our visioning and public outreach initiatives to create the right environment for people to speak and share ideas and visions, and for consultants and public officials to listen and learn from the community. We conduct small-scale focus groups, individual interviews, and large-scale public meetings with key stakeholders to enable a wide variety of community representatives to participate in the visioning and decision-making process.





KRF's Economic and Real Estate Advisory Services practice helps public and private clients make informed, cost-effective decisions through our broad range of services that include economic and fiscal impact analyses, market and demand analyses, financial feasibility analyses, and comprehensive development strategies.

Our team includes economists, MBAs, input-output modelers, accredited real estate professionals, and former real estate developers. For over 30 years we have worked on projects large and small, from some of the region's signature multi-million-dollar developments to award-winning, small town revitalization projects.

What sets us apart from the competition is our *Integrated Approach*—which encompasses our wide range of in-house technical expertise. We find how best to meet a client's needs with our planners, traffic engineers, landscape architects, hazardous materials specialists, and other environmental professionals, which informs our analyses to the complete set of issues that can influence a project's outcome.

CONTACT US:

John Neill T) 646.388.9732 E) jneill@akrf.com

www.akrf.com

Call AKRF to find out how our experts can assist with your consulting needs.



ECONOMIC & REAL ESTATE ADVISORY EXPERTISE

- Demographics & Market Conditions
- Economic & Fiscal Impacts
- Real Estate & Economic Development
- Tourism & Hospitality







ECONOMIC & REAL ESTATE ADVISORY SERVICES

DEMOGRAPHICS & MARKET CONDITIONS

We provide demographic and market studies for residential, commercial, industrial, and mixed-use projects. Private-sector clients call on AKRF to determine or test demand for their real estate developments, and to help them navigate the public approval process by forecasting potential socioeconomic impacts. Public-sector clients frequently use our services to plan for population and job growth and to verify the market for proposed real estate projects. Specific areas of expertise include:

- Market and feasibility studies
- Consumer spending analysis
- Capture rate/gap analysis
- Affordable housing demand analysis
- Demographic trends and forecasts
- Online and intercept surveys
- CEQR/SEQR/NEPA socioeconomic impact and environmental justice analyses

TOURISM & HOSPITALITY

Tourism and the hospitality industry are key contributors to the economy of an area, urban or rural. AKRF understands how attracting, entertaining, and lodging visitors provides opportunities to capture consumer expenditures. Clients who have used these services include real estate developers, state and municipal finance authorities, economic development agencies, operating corporations such as casinos and convention centers, local development corporations, and museums and cultural facilities. Specific areas of expertise include:

- Market assessments / Facility programming
- Feasibility studies and performance evaluation
- Visitation projections / Marketing strategy
- Sales and revenue projections
- Strategic development planning

ECONOMIC & FISCAL IMPACTS

AKRF is well known for top-notch economic and fiscal impact modeling capabilities. Using RIMS II and IMPLAN input-out models, we help economic development agencies, public development corporations, and private-sector developers understand and communicate the value of proposed development projects in terms of direct and indirect jobs, wages and salaries, property and sales taxes, personal income and corporate taxes, and utility and special district taxes. In addition to economic and fiscal impact modeling, specific expertise includes:

- · Cost-benefit analysis
- Cost of services analysis
- Employment and labor market analysis
- Tax Increment Financing (TIF) planning and analysis
- EB-5 application support

REAL ESTATE & ECONOMIC DEVELOPMENT

We help public development agencies and private real estate investors determine how best to generate sustainable economic development in a region, town, neighborhood, or single development parcel. Our staff work to maximize development opportunities by weighing economic, financial, environmental, and physical factors, setting priorities, and evaluating the public and private return on investment. Our services include:

- · Corridor studies / Revitalization strategy / Blight studies
- Transit Oriented Development (TOD) studies
- Research & Development (R&D) studies
- Strengths Weaknesses Opportunities and Threats analysis
- Highest-and-best use analysis / Financial feasibility studies
- Urban renewal plans
- Cash-flow analysis / Site selection studies
- Public privater partnership (P3) strategy



Environmental, Planning, and Engineering Consultants

34 South Broadway Suite 401 White Plains, NY 10601 tel: 914 949-7336 fax: 914 949-7559 www.akrf.com

August 14, 2020

Teresa M. Kenny, Supervisor Orangetown Town Hall 26 W Orangeburg Rd, Orangeburg, NY 10962

Re: HNA Palisades Premier Conference Center

Dear Supervisor Kenny:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this planning proposal to the Town of Orangetown (the "Client") in connection with the future development of the HNA Palisades Premier Conference Center located at 334 Rte 9W, Palisades, NY 10964 (the "Site"). We understand the Town of Orangetown is interested in establishing a public private partnership (P3) to facilitate the successful redevelopment of the Site. A key element of this P3 is solicitation of interest from the development community. AKRF would work with Zarin & Steinmetz ("Special Counsel") to prepare and circulate an Offering Plan/Memorandum seeking to gauge interest from the development community for Site development concepts.

This proposal covers the drafting and solicitation of the Offering Plan/Memorandum. Subsequent work associated with developing evaluation criteria, assisting with the selection of a preferred developer, developing the zoning text and map amendments, corresponding Comprehensive Plan amendments, and New York State Environmental Quality Review Act (SEQRA) compliance would be covered under a separate proposal. Compensation for the Consultant's services is in accordance with the "Fee Schedule." All such services shall be provided in accordance with AKRF's Terms and Conditions, attached hereto as Appendix A.

A. SCOPE OF WORK

AKRF proposes the following scope of services. These services are based on AKRF's understanding of the project as discussed with attorneys from Zarin & Steinmetz.

TASK 1: PREPARATION OF OFFERING PLAN/MEMORANDUM

AKRF will work with the Town's Special Counsel to prepare a project Offering Plan/Memorandum for the HNA Palisades Premier Conference Center Site. Specifically, AKRF will prepare a narrative and graphic description of the general opportunities and environmental and physical Site constraints. This proposal assumes environmental constraints and general Site conditions would be collected via desktop research, one Site visit (if permitted by the property owner), and a review of existing available data sources. The narrative would include local and regional geographic descriptors, tax map designation, size of the parcel,

existing zoning designation, adjoining streets and land uses, and a general discussion of natural features or habitats on-site or contiguous (physically, hydrologically or otherwise) to the Site. Using building department records, tax assessment data, and GIS/aerial mapping the location and overall dimensions of the existing Site buildings would also be described. The description of natural resources would include a discussion of existing topography, wetlands, watercourses, and floodplains, and would be supported with GIS maps developed with publicly available data (i.e. USGS, NWI, and NYSDEC).

AKRF's talented graphic design team will format the Offering Plan/Memorandum for digital production and circulation. During this pandemic, we have found that many of our developer and industry colleagues have transitioned to a virtual/digital environment, and that email, strategic web blasts, and postings on industry websites are the most effective tools to reach our targeted audience. AKRF and Zarin & Steinmetz will work together to develop a list of developers and industry professionals to whom the Offering Plan/Memorandum would be circulated digitally. AKRF will print and mail up to twenty hard copies of the Offering Plan/Memorandum, with additional copies available on a time and materials basis in accordance with our fee schedule in Appendix B.

The Offering Plan/Memo would specify a timeframe for submittal of questions, and provision of responses, and, if permitted by the property owner, a Site visit. It will also detail the submission requirements to facilitate an "apples" to "apples" comparison of development concepts in Task 2.

B. FUTURE PHASES

EVALUATION OF DEVELOPMENT CONCEPTS

AKRF will work with the Town Board and Special Counsel to determine evaluation criteria by which to review and rank the development concepts. Evaluation criteria would include qualitative and quantitative metrics including:

- 1. Design: Consistency of the proposed development concepts to adhere to sound planning and smart growth design principles;
- 2. Fiscal Impact: Impact to fiscal revenues and costs of Town/County; and
- 3. Community Benefit: Additional community benefits & amenities included within the proposal.

AKRF would assist the Town Board in selecting the two concepts for further review.

COMPREHENSIVE PLAN AND ZONING STRATEGY

Upon the Town Board's selection of the preferred two concept plans, AKRF would work with the Town and Special Counsel to develop a Comprehensive Plan and Zoning Strategy to facilitate the redevelopment of the site. These zoning approaches could include:

- 1. Use of innovative zoning techniques (including zoning incentives, overlay or floating districts, cluster subdivision provisions, and special use permit criteria);
- 2. Mechanisms to preserve key environmental features;
- 3. Suggested metric based performance standards to mitigate impacts; and
- 4. Design standards.

AKRF would outline the merits and drawbacks for each strategy for achieving the desired development. In addition, AKRF would identify the timeline, necessary referrals, and SEQRA requirements for each approach. This information would be presented in a Technical Memorandum to the Client.

C. FEE

Our proposed fee for the above-described scope of work is outlined in the table below. This fee includes travel for up to three meetings and other expenses, and one round of Client review of each work product (draft Offering Plan/Memorandum, draft Evaluation Form, Task 2 Evaluation Memorandum, and Task 3

Technical Memorandum). Requests for additional services not identified above can be performed on a time-and-materials basis using the rates shown in Appendix B, or upon an executed amended scope of services with a fixed fee. AKRF will not engage in any work beyond that described in the baseline scope of services without prior written Client consent. Compensation for AKRF's services shall be provided in accordance with the Terms and Conditions found in Appendix A.

	Not to Exceed Fee
Task	Budget
Task 1 (1)	\$6,000
Task 2	TBD
Task 3	TBD
TOTAL	\$6,000
Notes: Tasks would be billed on an hourly basis.	
(1) Assumes one in-person or virtual kick-off meeting	

If this proposal is acceptable, please sign in the appropriate signature space that follows, and return one executed copy to our office. This will enable us to proceed immediately upon your authorization.

Should you have questions regarding the contents of this proposal, or need additional information please contact Ashley Ley at 203-536-0926 (aley@akrf.com).

Sincerely, AKRF, Inc.	
MingSuePerk	ally by
Nina Peek, AICP	Ashley Ley, AICP
Vice President, Director of Hudson Valley Office	Senior Technical Director
ACKNOWLEDGED AND ACCEPTED: Signature:	Title:
	Title: Date:

CC: Jane Slavin, RA.
Michael Zarin, Esq.

APPENDIX A STANDARD TERMS AND CONDITIONS

1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Work and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Work. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Work and/or Services described in the Scope of Work (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Work. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

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3. Performance Standards.

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Work and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

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- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "<u>Underlying Claim</u>"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Work.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is

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suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.

- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

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14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Entire Agreement.

This Agreement, including any Scope of Work, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

20. Counterparts.

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

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APPENDIX B

AKRF Hourly Rate Schedule		
Employee Category	Hourly Rate	
Officer	\$215	
Senior Technical Director	\$210	
Technical Director	\$195	
Senior Professional	\$175	
Professional II	\$140	
Professional I	\$130	
Technical II	\$120	
Technical I	\$95	

Notes:

Out of pocket expenses will be billed at 1.10 times actual cost. These rates are effective through December 31, 2020

COVENANT: LICENSE; AND DEFENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS LICENSE, DEFENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") made as of this 5 day of , 2020, by and between PAUL CUSTER and FAITH SCHAUB-CUSTER, residing at 54 Sickletown Road, Orangeburg, New York, (hereinafter OWNER) and the TOWN OF ORANGETOWN (hereinafter TOWN) a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962.

RECITALS

WHEREAS, the OWNER represents and warrants that they are the owners in fee simple of premises known as and by street address number: 54 Sickletown Road, Orangeburg, New York, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 69.19, Block 1, Lot 3 (the "premises");

WHEREAS, the TOWN has a right-of-way on said premises;

WHEREAS, the OWNER wishes to install a fence (sometimes referred to as the "construction") that will encroach on said right-of-way;

WHEREAS, the OWNER wishes said fence to encroach on the TOWN's right-of-way so as to have the beneficial nature of same, from both an economic and aesthetic standpoint to the OWNER; and

WHEREAS, the TOWN is agreeable to granting the OWNER a permanent license in order to maintain said fence on the right-of-way, on the express condition that an agreement, running with the land, is made, in recordable form, which provides, *inter alia*, that: (1) the TOWN will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair, replacement, restoration and/or maintenance of

said construction; (2) the OWNER will not assert against the TOWN any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the TOWN in or to the right-of-way, or any part thereof; and (3) the OWNER agrees, at its sole cost and expense, to indemnify and hold harmless and defend the TOWN from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said construction, or claims thereof.

WITNESSETH:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by the OWNER to the TOWN, the receipt of which is hereby acknowledged, the foregoing Recitals (the "Recitals") and or other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

<u>FIRST:</u> All of the Recitals are, by this reference thereto, incorporated herein with the same force and effect as if repeated herein in their entirety.

SECOND: Subject to the terms and conditions herein set forth, the TOWN hereby creates and grants to the OWNER a permanent license over and across the right-of-way for the purposes of maintaining and continuing to maintain, in its proposed location, the OWNER's retaining wall that encroaches on said right-of-way and which the OWNER acknowledges and agrees does encroach upon the TOWN's right-of-way.

THIRD: The OWNER agrees to indemnify and hold harmless and defend the TOWN from any and all liability or responsibility in connection with, or related to, the said construction and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or related thereto, and any damage or injury to the right-of-way and/or the premises which may be the result of, or attributable to, any damage or injury caused by the TOWN, its employees and/or agents due to the failure or timely failure of the OWNER to act hereunder or comply herewith, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the

Page 2 of 6

express obligation hereunder on the part of the OWNER to perform and/or which result, directly or indirectly, from the exercise by the TOWN of its rights under, or related or incidental to, the right-of-way.

FOURTH: The OWNER agrees not to assert against the TOWN any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the TOWN in or to the right-of-way, or any part thereof, and further agrees that the revocable license hereby created or granted to it by the TOWN neither impairs nor diminishes any of the rights afforded to the TOWN by virtue of the right-of-way.

FIFTH: The OWNER, for itself, its successors and/or assigns, and each subsequent owner or owners of the construction and/or the premises that is the subject of this agreement, or any portion thereof, or interest therein, hereby agrees to:

Indemnify, save and hold harmless and defend the TOWN, its officials, employees, agents, departments, boards, commissions, agencies and/or committees, from and against any and all liability, obligation and/or responsibility of any type, and/or whatsoever, in connection therewith or related thereto including, by way of illustration and not limitation:

Defend any and all claims, lawsuits, legal actions or proceedings of any kind whatsoever, which may be brought against the TOWN or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, are named or participate, or in which any way may be impleaded with others, upon any such claims, lawsuits, legal actions or proceedings, as aforesaid with respect to damage to property or persons regarding the fence, and any other items or issues related to the fence and the area surrounding same. In the event of the OWNER's failure to do so, the TOWN (at its sole option but without being obliged to do so) may, at the OWNER's sole and exclusive cost and expense, and upon prior written notice given to the OWNER, defend any and all such claims, lawsuits, legal actions or proceedings. The OWNER shall, and hereby agrees to, satisfy, pay and discharge any and all judgments that may be assessed, awarded or recovered against the TOWN or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, in any such claims, lawsuits, legal actions or proceedings which may be brought against the TOWN or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, or in which

the TOWN or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees may be impleaded with others. The OWNER shall pay the entire cost and expense of any such defense, including, but not limited to, the TOWN's attorney fees, expenses and disbursements, within fifteen (15) days of the date the TOWN makes written demand therefore.

This Agreement shall be binding upon the OWNER, its successors and/or assigns and shall inure to the benefit of the TOWN, its successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed, or caused to be signed and sealed by their duly authorized representatives, this instrument as of the date first above written. Paul Custer

La AB Sobree 6. Caster

TOWN OF ORANGETOWN

Title:

STATE OF NEW YORK SS.: COUNTY OF ROCKLAND) On the 5th day of Augus, in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared PAUL CUSTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. **NEIL F. AGYIRI** Notary Public - State of New York NO. 01AG6324731 Qualified in Rockland County
My Commission Expires May 11, 20 STATE OF NEW YORK) COUNTY OF ROCKLAND) On the _______ day of _______, in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared FAITH SCHAUB-CUSTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. NEIL F. AGYIRI Notary Public - State of New York NO. 01AG6324731
Qualified in Rockland County
My Commission Expires May 11, 20

STATE OF NEW YORK)	
SS.:	
COUNTY OF ROCKLAND)	
On the day of	in the year 2020, before me, the
undersigned, a notary public in and for said state	
	pasis of satisfactory evidence to be the individual
	ent and acknowledged to me that he executed the
	on the instrument, the individual, or the person
upon behalf of which the individual acted, execu	ted the instrument.
	Notary Public
	·

Record and Return to:

Town Attorney's Office Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962

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Memorandum

Date: 8/4/2020

To: Town Board

From: James J. Dean, Superintendent of Highways

RE: Bid Award – One (1) New Heavy Duty Refuse Rear Packer Truck

Please be advised it is my recommendation that the bid referenced above be awarded to Gabrielli Truck, Jamaica, NY, the only qualified bidder to meet specifications, in the amount of \$235,628.00.

This bid was advertised in the Town's official newspapers as well as being advertised through Empire State Purchasing group.

kf

BID BOND

Travelers Casualty and Surety Company of America Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Gabrielli Truck Sales, LTD ,
as Principal, and <u>Travelers Casualty and Surety Company of America</u> , as Surety, are held and firmly bound unto <u>Town of Orangetown</u> , as Obligee, in the sum of 5%
Dollars () for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed he penal sum of this bond.
Signed this 29 day of July , 2020.
By:



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint VINCENT C STAZZONE of MELBOURNE

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.







State of Connecticut

City of Hartford ss.

By: Robert L. Ranev Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Novik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

CONTRACT DOCUMENTS FOR

ONE (1) NEW HEAVY DUTY REFUSE REAR PACKER TRUCK

JUNE 2020

JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M on July 30, 2020 and will be publicly opened and read aloud at 11:00 A.M. for furnishing One (1) New Heavy Duty Refuse Rear Packer Truck, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

The Town Board reserves the right to waive any informalities in the bidding and to reject and all bids.

No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: July 15, 2020

JAMES J. DEAN

SUPERINTENDENT OF HIGHWAYS

ROSANNA SFRAGA

TOWN CLERK

BID

TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962

THE UNDERSIGNED, having a principal place of business at

153-20 SOUTH CONDUIT AVE, JAMAICA MINBY

(Permanent street address is required if mailing address is different. Please include contact name and telephone number.), and being experienced and responsible for the performance of same, proposes to furnish and deliver to the Town of Orangetown, Highway Department, One (1) New Heavy Duty Refuse Rear Packer Truck, in accordance with the Specifications and Contract Documents hereto attached, as follows.

One (1) New Heavy Duty Refuse Rear Packer Truck

(1) New 2021 OR NEWER MACK GRANTE "HHS" MOSEL GRAYB9 which 2715 Representations Taken.

The Town Board requires each bid to be accompanied by a certified check for a sum equal

to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

All bids will be honored for one (1) year from the date of the Agreement. Delivery shall be made within one-hundred and twenty (120) days from the date of notification of award.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution.

This is subject to appropriations approved by the Town Board.

The Town of Orangetown has adopted and disseminated a revised Policy Against Discrimination and Harassment. All Proposers are required to acknowledge that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy. If you have any questions regarding this Policy, feel free to contact Donna Morrison, Compliance Officer.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown Policy Against Discrimination and Harassment, effective October 23, 2018. Said policy is available on the Town's website at www.orangetown.com. Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

nowicagement form.	000
BY:_	Parel Curent
TITLE:_	CFO
COMPANY OR CORPORATION:_	CABRIELL TROUSAR, 07)
<u></u>	153-20 SO. CONNUT AUR
_	JANANCA, NY 11435
TELEPHONE NUMBER	718-077-7348-

NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and,

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the forgoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). Any bid made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or goods sold or to be sold, where competitive bidding is required by statute,

rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement so subscribed by bidder to person signing on behalf of bidder and affirmed as true under penalties of perjury.

DATED: 7/27/2020

FOR: CABILICIC TRULI SALLIER

AGREEMENT

THIS AGREEMENT, made and entered into this day of, 20,
between the TOWN OF ORANGETOWN, a municipal corporation located in the County of
Rockland, State of New York, party of the first part, hereinafter called the "TOWN", and
GABRICLU TRUCK SALES, 159, a domestic corporation having its principal
place of business at 153- 20 South Conduct AVE, JAMECCA, M 11434
party of the second part, hereinafter called the "CONTRACTOR" (Include contact name and
telephone number).
Whereas, the contractor has submitted a Proposal to supply and deliver One (1) New Heavy
Duty Refuse Rear Packer Truck to the Town of Orangetown, Highway Department Storage Yard,
in accordance with the Specifications and other Contract Documents attached hereto and made a
part hereof for the following prices:
LECVERY: 210-240 Days A/R/O.
225/260
One (1) New Heavy Duty Refuse Rear Packer Truck S235/62800 NEW 2001 OR NEWER MARK GRANITE "HIB" MOSEL GRAYB9 COS HEIGH
NEW 2021 OR NEWER MACK GRANTE "HIM" MOSEL GRAVER CONTROL HER 27 YA REAK COAL FACKER "AS SPECIFIC NO EXCEPTIONS TAKEN. And WHEREAS, the Town of Orangetown is desirous of purchasing One (1) New Heavy
Duty Refuse Rear Packer Truck at the prices indicated above, NOW THEREFORE, IT IS
UNDERSTOOD AND AGREED AS FOLLOWS:

- 1. The Contractor agrees to furnish and the Town agrees to purchase the above described truck at the price indicated above.
- 2. All deliveries shall be subject to examination by the Town and where it is found that they do not comply with the Specifications or are found defective in any manner, they shall be rejected and returned to the Contractor at his expense. Delivery shall be made within one-hundred and twenty (120) days of this agreement.
- 3. The prices listed herein shall remain firm for a period of one (1) year from the date of this Agreement.

- 4. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Orangetown Highway Department, 119 Route 303, Orangeburg, New York.
- 5. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on his behalf of such contractor or subcontractor, shall by reason of race, color or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee for the performance of work under this Contract on account of race, creed, color, sex or national origin.
- 6. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine, or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

- 7. The Proposal and Non-Collusion Statement made pursuant to Section 103d of the General Municipal Law, and the Specifications provided for in the Contract Documents herein are made a part hereof, as though set forth at length herein.
- 8. The Contractor has complied with all conditions precedent hereto required to be complied with by him.
- 9. The Contractor shall promptly comply with all Federal, State, and Local Laws concerning the subject matter herein.
- 10. By the acceptance of the labor, materials and supplies delivered pursuant to this Agreement, the Town does not waive any of the terms and conditions of this Agreement.
- 11. No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

IN WITNESS WHEREOF, the respective parties have hereto executed this Agreement and caused same to be signed by the proper officers of said parties and their respective seals affixed, the day and year first written above.

ATTEST:	TOWN OF ORANGETOWN
	BY
TOWN CLERK (SEAL)	SUPERVISOR
	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT
	BY
	SUPERINTENDENT
ATTEST:	
Ordo Buo	GABROCK TAVERSALS
SECRETARY (SEAL)	CONTRACTOR AND/OR
	CONTRACTING FIRM/
	CORPORATION
	000

STATE OF NEW YORK)
COUNTY OF NASSED
On the <u>01</u> day of <u>July</u> , 2020, before me, the undersigned a Notary
Public in and for said state, personally appeared Prol Questo, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.
LORNA A. DISILVIO Notary Public, State of New York Reg. No. 01Di6371275 Qualified in Suffolk County Commission Expires February 20, 2022 Notary Public
STATE OF NEW YORK) : ss.; COUNTY OF MASSAU
On the 87 day of John, 2020, before me, the undersigned a Notary
Public in and for said State, personally appeared Amedeo Casavect, the subscribing
witness(es) to the foregoing instrument, with whom I am personally acquainted who, being by me
duly sworn, did depose and say that he/she/they reside(s) in BANDS for A. New York, that
he/she/they know(s) Paul Aurento to be the individual(s) described in and who
executed the foregoing instrument; that said subscribing witness(es) was/were present and saw
said Paul Auvento execute the same; and that said witness(es) at the same time
subscribed his/her/their name(s) as a witness thereto.
LORNA A. DISILVIO Notary Public, State of New York Reg. No. 01Di6371275 Qualified in Suffolk County Commission Expires February 20, 2022

STATE OF NEW YORK)
ss.
COUNTY OF ROCKLAND)
On the day of, 20, before me personally came TERESA M.
KENNY, to me known and known to me to be the same person who subscribed the foregoing
instrument, and who by me being duly sworn did say he resides in Rockland County, New York
and that he is the Supervisor of the Town of Orangetown, the corporation described in and which
executed the above instrument; that he knows the seal of said corporation and the seal affixed to
the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order
of the Town Board of said corporation, and that he signed the same as Chief Fiscal Officer of said
Town of Orangetown by virtue of a like order of the said Town Board.
Notary Public
STATE OF NEW YORK)
SS.
COUNTY OF ROCKLAND)
On theday of, 20, before me personally came JAMES J. DEAN, to me
known and known to me to be the same person who subscribed the foregoing instrument, and who
by me being duly sworn did say he resides in Rockland County, New York and that he is the
Superintendent of the Department of Highways of the Town of Orangetown, the corporation
described in and which executed the above instrument; that he knows the seal of said corporation
and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was
hereto affixed by order of the Town Board of said corporation, and that he signed the same as
Superintendent of the Department of Highways of said Town of Orangetown by virtue of a like
order of the said Town Board.
Notary Public

CERTIFICATION OF TOWN ATTORNEY

I, ROBERT V. MAGRINO, Town Attorney of the Town of Orangetown, hereby certify
that, from a legal standpoint, all conditions precedent to the execution of this contract have been
complied with and it is in all respects, a valid and binding obligation upon the parties thereto.
Dated:
ROBERT V. MAGRINO, Town Attorney

COMPLIANCE TO SPECIFICATIONS

The bidder shall indicate 100% compliance by checking "YES" or non-compliance by checking "NO" for each line item of specification. Any space left blank shall be considered non-compliant. Any deviation from the specification, or where submitted literature does not fully support the meeting of specifications, must be clearly cited in detail, in writing, by the bidder and submitted with the bid. NO verbal interpretations will be accepted! In addition NO deviations below "minimum" specifications as written will be accepted. To insure a single point of contact for warranty or service issues Prime Bidder MUST be a NYS DMV local authorized Truck Dealer.

"BIDDING REQUIREMENTS SECTION"

SECTION	SPECIFICATION DETAIL	COMPLY	
		, YES	NO
	Newest and Current Model - Heavy Duty Refuse Rear Packer Truck		
NYS DVM	Prime Bidder MUST be a New York State DMV Registered Truck Dealer	V	
DEALER		······································	
Certification	You Must Enter Your NYS DVM Dealer Number Below:		
	*705762Q	V	
	Dealer Number :		
Chassis/ Frame &	2021 or Newer Mack Granite Axle Back Tandem 6x4 Truck or Equal	Y .	
Wheelbase:	Frame Rails: 11.811" X 3.54" X .37" PSI - 120,000 Lbs.		
	Frame Reinforcement - Inside, 5MM Steel, Partial Length of Main Rail		
	Section Modulus: 29.8cu In/Rbm 3,580,000 In Lbs. Per Rail	-	
	Wheelbase - WB, Center of Tandem CT, and Platform LP, Determined by		
	Customer's Body Company.		
MAXIMUM	Gross Vehicle Weight Rating of 64,000 Lbs.	V	
GVW & AXLE	Front Axle Capacity - 18,000 Lbs.	V	
RATINGS:	Rear Dual Drive Axle Capacity - 46,000 Lbs.		
	Front Steer Axle-Gross Axle Weight Rating - 18,000 Lbs.		
	Rear Drive Axle —Gross Axle Weight Rating - 46,000 Lbs.		
ENGINE:	Cummins ISL9-D 350, 350HP@ 2200 RPM. US'17 Displacement: 8.9L	V.	
	1150 LB. FT. Max. Torque @ 1400 RPM.		
	Greenhouse Gas 2019 Certified, OBD 2017 Certified. ClearTech One or		
	Equil - Exhaust Aftertreatment System (EATS) Compact Design	/	
	Simplifies Chassis Configurations for Mounting Truck Bodies. Engines	V	
	will Comply with the Latest Federal Emissions Manitory for Current		:
	Model Year.	•	
ENGINE	Air Compressor: Meritor/Wabco 318 (18.7 CFM)	1.	
EQUIPMENT:	Engine Mounted Oil Check And Fill	V.	
	Engine Brake: Jacobs C Brake, 2 Position		
	Batteries: (3) 12volt Mack M/F 31 760/2280 CCA Threaded Stud Deep		
	Cycle	Y	
	Alternator: 35 SI Delco 12v, 135Amp Brushless Heavy Duty		
	Air Cleaner, 11"X30" Back Of Cab Single Element Dry Type		<u> </u>

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Starter: Delco Remy 39MTHD 12V Electrical Soft-Start		
	Engagement System	V	
	Electronic Starter Interlock System	V	
	Coolant Protection To Below -34 Degrees Fahrenheit with Coolant		
	Conditioner Filter		
	Engine Block Heater, Gomack (Phillips) - 1500 Watt 120 Volt With		
	Intake Grid Heater		
	Hoses: Mack EPDM Radiator & Heater Hoses, w/Breeze Constant Torque		
	Clamps on all Coolant LinesHoses		
	Diesel Particulate Filter /Scr System Horizontal-Under Right Side Of Cab-		·
	Clear Back Of Cab Option Polished Stainless Steel Cover		
ENGINE	Exhaust, Side Of Cab Single (R/S) Vertical Straight Exhaust Stack		
EQUIPMENT:	Exhaust Bright Finish Heat Shield, Stack and SCR Cover	1/	
	Tether Device Package 4 (Caps and Covers)		
	Fan Drive: Kysor Fan, "On-Off"		
	Flywheel: Light Weight Aluminum		
	Fuel-Water Seperator: Davco 382 Fuel Pro. Non - Heated/Water Seperator		
	w/Vendor Primary	\vee	
	Engine Starting Aid - Electric Preheater		
	Radiator, Aluminum Core		
	Allison Automatic - 3000 RDS 6 Speed Rugged Duty Series w/5th		
TRANSMISSION	Generation Electronic Controls with PTO Provision		
TRANSMISSION	Main Driveline: Spicer 1760 HD w/Coated Splines (Props-M)		
EQUIPMENT/	Interaxle Driveline: Spicer 1710 HD w/Coated Splines	V	
PRIVELINES:	Transmission Bell Housing, Aluminum	- Y $ +$	
	Gear Shift, Neutral To Range Inhibit		
	Furnish Stainless Steel Transmission Cooler & Coolant Lines		
	Synthetic Transmission Fluid	V	
CAB	Conventional Cab (Welded Steel Galvanized Shell) with Air Ride	<u> </u>	
EQUIPMENT:	Suspension		
MOTHER 1:	Air Restriction Monitor, Air Cleaner Intake Mtd		
	Instrument Cluster Display, Co-Pilot Driver Display (4.5"Diagonal		
	Graphic Led Display W/4-Button Stalk Control)(Includes Guardog		
	Routine Maintenance Monitoring)		
	Figerglass Tilt Hood With Safety Lock	_/_	
	Integral Air Conditioner w/Heater And Defroster		···
	Overhead Console With 2 Storage Comaprtments		
	Dome Light, (4) W/Self-Contained Switch	<u>/</u>	
	Diagonal Handle On Driver Side Door Panel	<u> </u>	
	Am/Fm/Cd Radio With Weatherband	'	
	Auto Shutoff for Radio Entertainment System when Vehicle is Engaged in		- -
	Reverse	7	

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Engine Shutoff, Key Type		
	Gauge, Air Pressure	V	
	Gauge, Voltmeter		
	Gauge Cluster, Exhaust Pyrometer, Engine Oil, And Transmission Oil		
	Temperature Gauges	V	
	Gauge, Engine Coolant Temperature		
	Gauge, Engine Oil Pressure		
	Gauge, Fuel Level		
AB	Gauges, English Display		
QUIPMENT:	Gauge, Speedometer W/Trip Odometer (Electronic 1% Accuracy)		,
_	Engine Tachometer Electronic With Hourmeter		
	Glass-Cab Window, Safety Tinted Windshield, Side And Rear Windows	V	
	Grab Handles, Aluminum, Rh & Lh Behind Door		
	Grille, Black Finish Bars w/Platinum (Nickel Brushed) Surround Radiator		
	Mounted Survey of the Control of the		
	Headlamp Bezel- Molded Plastic	-,	· · · · · · · · · · · · · · · · · · ·
	High Beam Indicator Light		
	Two (2) Assignable BodyBuilder Dash Switches (1 On-Off, 1 Momentary)	V	
	Switch in Dash w/Wiring Routed to Cab Roof, Above LH&RH Doors for Local Installation of Strobe Lights	V	
	Body Builder Access Connector Inside Of Cab For Body Controls	1/	
	Horn Air, (1) Mack Rectangular Single Trumpet, Bright Finish Alumn.		
	w/Snow Shield		
	Horn- Electric, Single Tone		
	Identification/Clearance Lights, (5) TruckLite LED Chrome Bullet Type		
	Lamps	1	
	Instrument Panel, Gray With Black Gage Bezel	V	
	Interior Trim Level, (Grey) Features: Padded Vinyl Headliner	1	
	In-Cab Pneumatic Line Cleanout	V	
	Rear Panel With Storage Pouch, Polyurethane Rubber Padded floor Mat	W	
	2 Cup Holders Mounted At Bottom Of Dash (Center)		
	Chassis Keyed At Random- 2 Keys		
	Bulldog Stylized Mirrors with Integral Convex LH & RH Heated and	·/	
	Motorized Palice III 1		· ·
	Parking Brake On Indicator Light	V	·
	Right Side Door Peep Window	V	
	Exterior Sun Visor Painted Cab Color	V	
	Rear Window (Fixed Type)	1	
	Seat - Driver, Mack-Air High Back, 1 Chamber Air Lumbar		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Seat - Rider, Mack-Fixed Bench Seat, Mid Back	V	
	Seat Covering, All Vinyl		
	Seat Belts, Lap And Shoulder W/Cab Mounted Shoulder Belt	V	
	Sunvisor - Interior, Both Sides (Padded Vinyl)	'	
	Side Markers, Lamps And Reflectors		
	Starter Switch, Key Type	V	
	Steering Wheel, 18" Two Spoke Urethane Grip, Satin Alumn Spokes, with		
	Switches		
	Windsield washers, electric, wiper mounted w/reservoir back of Cab		
	Windshield Wipers, Sprague 2 Speed Electric Motor W/Intermittent Feature	V	
FRAME	Bumper - Front, Swept Back Steel		
EQUIPMENT/	6" Bolt on Frame Extension		
FUEL TANKS:	Rust Protection Between Frame Rails		
	Crossmembers, Steel Huck Bolted Back To Back I Beam Type		
	Flaps - Wheel (Front) Black Poly Armor		
	Frame Rail End Squared	~	
	Towing Device – Front, (2) Hooks	-	
	Fuel Tank - LH, 88 Gallon Aluminum with 6.6 Gallon Def Fluid Tank-		
	Clear Back Of Cab Package		
FRONT AXLE/	Front Axle, FXL18 -18,000 Lb. Capacity - Wide Pivot Center, Sealed		
EQUIPMENT/	Kingpins Maintenance Free	V	
FIRES:	Tire Brand/Type - Front Michelin - Tubeless Radial, 315/80R22.5 20ply.		
,	X Works Z (All Position)	V	
	Wheel - Front, Aluminum Alcoa Ultra One Clean Buffed Disc 10 Hole	./	
	Hub Piloted 22.5"x 9.0"	V	
	Brakes, Front, Meritor "S" Cam Type 16.5 x 6" Q+	V	
	Brake Drums Front, Cast Outboard Mounted		
	Dust Shields – Front Brake, Furnish	V	
	Oil Seals - Fab Schaeffler	V	
	Front Axle Shock Absorbers		<u> </u>
	Slack Adjusters - Front, Haldex - Automatic	V	
	Springs - Front, Mack Taperleaf 18,000 Lbs.		
	Dual Steering Box, Sheppard M100P + M90 with Tilt And Telescopic		
	Steering Column		
REAR AXLE/	Rear Axle; Mack S462R Cast Ductile Housing Rated 46,000 Lbs.		
EQUIPMENT/	Dual Reduction Top Mounted with Inter-Axle Power Divider, Air Assisted	<u> </u>	
TIRES /	Inter-Axle Power Divider Lockout and 4 Pinion Closed Differential.		
RATIOS:	Driver Controlled Interwheel Differential Locks.	Y	
	Mack SS462 Multileaf Carnel-Back Spring Suspension Extra Thick		
	Springs rated @ 46,000 Lbs.		
	Rear Spring Insulator - Urethane Shock Insulators, Heavy Duty		

SECTION	SPECIFICATION DETAIL	COM	PLY
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		YE\$	NO.
	Trunnion Bushing - Bronze 50" Axle Spacing	V	
	Carrier/Ratio - 5.66 Cast Ductile Housing	<b>i</b>	
	Tire Brand/Type - Rear, Michelin - Tubeless Radial (8) 12R22.5 XDN2 H		
	16Ply		
	Wheels - Rear, Aluminum Alcoa Ultra One Clean Buffed Disc 10 Hole		
]	Hub Piloted (8) 22.5"x 8.25"		
	Spring Brake Chambers – Vender, Mgm Tr-T Tamper Resistant		
	Spring Brake Chambers, Type 30/30 Rear		
	Hubs - Iron Preset Rear w/Integrated Spindle Nut		
	Brakes - Rear, Heavy Duty Meritor "S" Cam 16.5" X 7" Q Plus	V	
	Brake Drums - Rear, Cast Outboard Mounted		
	Dust Shields – Rear Brake, Furnish	<b>V</b>	
Total Park	Premium Hub Oil Seal		
7	Slack Adjusters – Rear, Haldex – Automatic	V	
	Spring Brake Chambers – Quantity, (4) Chambers Double Diaphragm		
	Туре	V	
AIR/BRAKE:	Air Reservoirs - Steel Painted Black	V	
	Brake Control System - Single Valve System		
,	Air Dryer - Wabco Heated Air Dryer 1200P W/Turbo Cut off Valve, W/		
	Coalescing Oil Filter		
	4S/4/M System Rear Wheel End Sensors		
	Anti-Lock Brake System, Bendix with Traction Control	V	-
<b></b>	In-tank Auto Drain Valve W/Lanyards on Brake System Tanks	1	
ELECTRICAL	Electrical Master Disconnect Switch Mounted By Battery Box		
EQUIPMENT:	Back-Up Alarm, With Intermittent Feature (Ambient Noise Sensitive)	V	
	Battery Box, Cover Polished Aluminum		
	Battery Box, Mounting RH Rail Behind SCR		
	Emergency Start Studs, Battery Box Mounted		
	Courtesy Light Switch (Headlamp And Clearance)	V	
	Daytime Running Lights,	V	
	Electric Circuit Protection Package, All Curcuits Fuse/Breaker Protected	V	
	Headlights, Single Mounted Rectangular Halogen Lamps Flush Mtd.	V	
	Work Lights - Chassis Mounted RH/LH LED Lights on Steps & Ground		
	Both Sides of Truck	V	
	Signal Flasher Type, Transistorized Turn Signal, Federal Mogul #250		
PTO:	Allison Transmission PTO Opening		
PAINT:	Cab Exterior, Chrome Yellow with Satin Black on Hood-Base		
•	Coat/Clearcoat	V _	
	Frame Color, Black	V	
	Frame Rust Preventative Between Rails		
ADDITIONAL	Icc Safety Kit (Fire Extinguisher And Road Reflectors)		

SECTION	SPECIFICATION DETAIL	COMPLY	
SECTION	SPECIFICATION DETAIL		NO
EQUIPMENT:	A Complete Set Of Parts And Service CDs		
	Center of Cab Roof Mounted Amber Warning Light As Follows: Whelen Beacon Light Model L31HAF With Branch Guard Item Number L360BGB OR Town Approved Alternate ONLY		
WARRANTY:	Basic Vehicle – 12 Months On All Components		
OPTIONAL	5 Year /100,000 Miles, Engine Warranty Is To Cover Exhaust After- Treatment System And To Include Turbo Charger, Injectors, And Water Pump.	~	
WARRANTY:	Allison Transmission – 5 Years / Unlimited Miles	V	
NYS DMV Stickers	NYS DMV Registered Dealer MUST Affix The Required NYS Safety and Emmission Stickers before delivery		

			YES	NO	OFFERED
1	L	CAPACITY	7	· · · · · · · · · · · · · · · · · · ·	
	a.	The packer body shall have a capacity, excluding the receiving hopper, of not less than: 27 Yd3	<b>~</b>		
	b.	The hopper shall have a capacity of 3.64 cubic yards.	~	-	
	c.	The structural integrity of the body shall allow high density loading up to <b>1,200</b> pounds per cubic yards of normal refuse.	<b>\</b>		
2	_	BODY DIMENSIONS			
		Maximum width, outside 96"	i/		
	b.	The maximum overall length of the body and tailgate combined shall not exceed the following:	W		
	!	LENGTH			
		290"	<b>\</b>		
		CAPACITY	•		
		27 Yd3	1		
		The body width inside 89".	~		
		The body height inside <b>79".</b>	V		
	e.	The body height outside (above chassis) 96".		····	
				<u></u>	
3		BODY CONSTRUCTION			
	a.	The body interior shall have a smooth floor without a trough. The sides and roof shall also be smooth.			
	b.	In order to prevent damage from corrosion and fire, no hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body.	~		
		Body sides and roof shall be of curved stress skin construction interfacing with the corner mainframe bolsters. Rear bolsters shall be 5" x 20" x 7 ga., 80,000 PSI typical yield formed channel @ the major upper and lower connecting points of the mainframe. Front bolster shall be a 5" x 8" x 8 ga., 80,000 PSI typical yield formed channel @ the major upper and lower connecting points. All sidewall and	\ \ \		
	d.	roof members shall be continuous welded.  Body roof shall be minimum 8 gauge, 80,000 PSI typical yield hi-tensile steel sheet fully welded to a full length 11 ga. 45,000 PSI typical yield roof crown rail to contain and dissipate forces equally through the body structure.	~		
		Body sides shall be minimum 8 gauge, 80,000 PSI typical yield high tensile steel sheet, fully welded to the roof crown rail and to a 4.7" x 18" x 11 ga., 45,000 PSI typical yield outer floor skirt rail.	V		
		Body Side Hinged access door, with ladder style steps and grab handle for entry into the body. Ladder must open and form a platform on the top step to provide solid footing when entering and exiting the body.			

			YES	NO	OFFERED
	g.	Rear mainframe body side bolsters shall be a minimum 3" x 20" and contoured shaped to sidewall with, minimum 7 gauge 80,000 PSI typical yield. Reinforcement bolsters shall be full welded to the curved body side sheets.			
		Body floor shall be flat full width and must not have inboard guide rails or a trough. Floor shall be a typical 7 gauge 80,000 PSI typical yield steel sheet. No Exceptions	/		
	ī.	Floor longitudinal long members shall be a formed trapezoidal shape 9.6" x 11" with a 3.3" base sill of 7 ga. 80,000 PSI typical yield formed steel channels and shall be continuous welded to the floor sheet.	V		
	j.	Floor cross members shall be 3" x 6" x 7 ga. 80,000 PSI typical yield steel channels. Cross members shall be interlaced through the long members on approximately 18" centers to fully support the floor. Cross members shall be full width, single piece. No Exceptions	~		
		The body and attaching parts shall be sealed with Tersotat Joint Sealer and CavityCoat for rust prevention protection. No Exceptions	~		
		The body shall be undercoated with a Thixotropic material to provide protection to the underside of the refuse body. <b>No Exceptions</b>			
4		TAILGATE DIMENSIONS			
		Maximum overall width at the hopper opening shall be 85.2" outside to outside hopper bolsters.			
	b.	inside tailgate loading width shall be minimum of 80".			
	c.	Hopper opening height shall be a minimum of 51".			
		Loading sill height below chassis rail shall be 4.6" exclusive of container handling equipment.	V		
		Overall height above the chassis frame with the tailgate raised shall not exceed 180".	V		
	_				
5		TAILGATE CONSTRUCTION			
		Tailgate sides shall be 11 gauge 100,000 PSI typical yield at the upper portion with the lower portion being 3/16" AR400 abrasion resistant plat steel with typical 184,000 PSI tensile strength and 145,000 PSI yield strength.	~		
		Tailgate side reinforcement shall consist of 2" $\times$ 6" $\times$ 11 gauge 100,000 PSI formed steel channels fully welded to the perimeter edge of the tailgate side sheets. An interlaced network of 2" $\times$ 7" $\times$ 11 gauge 100,000 PSI and 3" $\times$ 7" $\times$ 11 gauge 100,000 PSI typical yield formed steel channels shall also be fully welded to the tailgate side for superior support.	V	A THE PROPERTY OF THE PROPERTY	
		Hopper floor shall be minimum ¼" AR400 abrasion resistant plat steel with typical 184,000 PSI tensile strength and 145,000 PSI typical yield strength.			

		YES	NO	OFFERED
	d. Hopper floor lateral reinforcement shall consist of a 3/16" 110,000 PSI typical yield formed "Z" loading sill cross member. Forward hopper reinforcements shall be provided by a lateral bearing plate of 3/16" AR400 abrasion resistant plat stee with typical 184,000 PSI tensile strength and 145,000 PSI yield strength and 3/16", 110,000 PSI typical yield formed steel channel cross members.			
	e. Tailgate shall be equipped with heavy duty 1" diameter turnbuckles, one on each side of body, to secure the tailgate in the closed position against the body to prevent leakage.	V		
	f. One (1) grab handle of ½" diameter shall be located at a height of 48" - 52" above the rear step on the left and right side of the tailgate. The grab shall have a 8" vertical rear portion, a 38" horizontal center portion, and a 18" diagonal portion to be compatible with a broad range of differing height personnel and conforming to ANSI 245.1-1999.	V		
	The rear steps shall be bolt-on design fabricated from 9.5" x 40.5" x 12 gauge, 4 diamond Grip Strut, slip resistant, self-cleaning material, located on each side of the tailgate, they shall provide for a minimum of 380 square inches of footing area for a single rider and shall be of bolt-on design to permit adjustments of step height. The steps must conform to ANSI standards and specification 121-2104 & 2105.	V	,	,
ľ	The tailgate shall be raised with two (2) double acting 4" bore x 3.5" rod x 26" stroke hydraulic cylinders. The cylinders shall incorporate an integral orifice which will limit the descent speed of the tailgate in the event of hydraulic failure. Cylinders shall conform to specification 001-6586.	<i>~</i>		
	The tailgate shall be equipped with a one piece, removable rubber gasket. The gasket, which shall have a hardness rating of 35-45 durometer and tensile strength of 1500-1800 PSI, shall extend across the entire bottom width of the tailgate and provide for water tight seal vertically up the side for no less than 58" conforming to specification 022-3509-001.	V		
j	. The hopper sill shall be formed from 3/16", 110,000 PSI high tensile steel.	<b>V</b>		
k	A 3/16" 400 BHN Hopper Overlay shall be welded onto the hopper floor along with a 10 gauge 400 BHN overlay onto hopper walls and must be fully welded in. Replacement of the overlays must be able to be accomplished without any structural intrusion into the tailgate. No Exceptions			
6	PACKING MECHANISM			
	Packing oycle control shall be mechanical, lever operated on the right hand side of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle.			
b	Packing mechanism control valve shall be centrally located within the upper confines of the hopper, under upper light cross members.	1		

		Vec	81/3	OFFERE
C.		YES	NO	UFFERE
	The packing cycle time shall be no greater than 27-30 seconds. Operator reload time shall be no greater than 11-13 seconds. (An optional fast cycle of 21-23 seconds with a reload of 7-9 seconds is available)	~		
d.	Packing mechanism shall consist of two primary structures; the carrier panel and the packing blade.	~		
1	Carrier Panel		]	
	The carrier panel shall be installed in the tailgate weldment and guided by four (4) upper and lower carrier shoes. Carrier shoes shall be of aluminum bronze metallurgical content. Vertical load bearing surface shall total a minimum of 280 source inches. Lateral load bearing surface shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 and 50 are shall total a minimum of 50 are shall total a minimum	V		
	square inches. Lateral load bearing surface shall total a minimum of 50 square inches. Each slide shoe shall be pivot mounted on 3" C1045 stub pins and shall be capable of being rotated 1800 for extended service life. Shoes must be replaced without removing the carrier from the tailgate and shall comply with specification 028-0479.	V		
	The carrier panel shall be constructed from 3/16", AR400 abrasion resistant plate steel with typical 184,000 PSI tensile strength and 145,000 PSI yield strength in all areas of refuse contact. The packing blade hinge lugs shall be constructed from 2.5" thick 50,000 PSI typical yield steel plate.	V		
	Primary compaction by the carrier panel shall be accomplished with (2) double acting 5" bore x 4.0" rod x 34.8" stroke hydraulic cylinders located inside the hopper confines. The cylinders shall produce a min. force of 98,000 lbs. Cylinders shall conform to spec. 001-6559.	V		
2	Packing Blade			
	The packing blade shall be mounted to and pivot on the carrier panel hinge lugs with heat treated chrome plated, induction hardened 1045 cold rolled 3" steel pins and steel spherical bearings to maintain alignment.	V		
	The packing blade shall be concave constructed with 3/16" AR400 abrasion resistant plate steel with typical 184,000 PSI tensile strength and 145,000 PSI yield strength and capable of resisting shearing and breaking forces of large objects during the compacting cycle.			
	Pre-compaction by the packing blade shall be accomplished with two (2) double acting, 5.5" bore x 3.5" rod x 24" stroke cushioned hydraulic cylinders located inside the hopper confines. The packing blade cylinders shall produce a minimum force of 118,000 pounds. Cylinders shall conform to specification 001-6457.	V		
	All packing mechanism cylinders shall have replaceable hardened steel bushings for extended service life.	V		· · · · · · · · · · · · · · · · · · ·

		YES	NO	OFFERE
	f. All cylinder, carrier and packing blade pivot pins shall be secured in place with a minimum Grade 5 retaining bolts, lock nuts and lock collars.	~		
2	Each hopper packing cycle shall compress waste material between the packing blade, carrier panel and the ejector panel. The ejector panel shall automatically advance forward as the body fills, in reaction to the packing forces and a preadjusted ejector unload valve. No operator attention shall be required to	V		
	advance the ejector panel forward as the body fills.	V	•	
h	The packing mechanism shall be equipped with an "automatic crowd" pressure sensing device, which will enable the packing mechanism to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life.			
i.	Both the Carrier Blade and the Packing Blade must use the same guide channel.  No Exceptions	V		
7	DICALLADOR DE LOS DE		·	
<del>- 1</del>	The load shall be discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder shall extend and retract the ejector panel the full length of the body. The ejector cylinder shall attach to the body and the ejector panel via cold-drawn, C1045, pins having a minimum diameter of 1.5" and positioned diagonally to minimize possible damage from objectional liquids.	~		
b.	The ejector cylinder shall have the following dimensional characteristics:	~	-	
<del> </del>	CARACITY			
╅—	CAPACITY 27 Yd3			
+	STAGES	V		
	4		<del></del>	
	BORE	-V		
	6"			
	STROKE			
	147.8"	<b>'</b>		
-				<del></del>
C.	The ejector panel concaved face sheet shall be constructed from 11 gauge hitensile steel. Four (4) ASTM A500 structural steel tubes shall span horizontally, with one (1) trapezoidal cross member at floor level. The vertical panel corner posts shall be 11 gauge hi-tensile steel fully flanged on the rear of a tight wall fit			
	and fully boxed with 11 gauge at the forward corner from top to bottom. A 12 gauge hi-tensile steel protective covering shall be provided to keep refuse from coming in contact with the ejector cylinder.			
d.	The ejector panel shall extend and retract without the assistance of clamp bars or associated hardware.	V		

			YES	NO	OFFERED
	e	Smooth movement of the ejector panel in the body shall be achieved with two (2) cast alloy shoes on each side of the ejector panel. Shoe castings shall conform to specification 28C358-A0201 possessing a minimum contact surface of 18 square inches each shoe side and having a minimum hardness of 260 BHN. Each shoe shall pivot on a minimum 2" diameter, C1045, removable cold drawn stub pin held within the fully boxed 4" x 12" base frame of the ejector panel. Four (4) shoes shall be provided for each ejector panel and shoes must be replaceable without removing the ejector from the body. Plastic Shoes or Rollers shall not be used. <b>No Exceptions</b>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
	f.	Ejector guide bottom edge shall be located 3.7" above longitudinal floor corners and integral to body floor sheets. The guide channel shall have interior dimensions of 3.5" x 4.2". The top flange of the guide channel shall be reinforced with a 450 plate which shall also serve as a self cleaning device.	<u> </u>		
	g.	The ejector panel shall be guided by a track raised 3.7" which shall be integral to the body floor sheets. The track shall also minimize pivotal movement of the ejector panel as refuse is packed against it.	~		
	h.	The rod end of the ejector cylinder shall be pin mounted at the front of the body to the main lateral bolster of the body longitudinal members, thus affording maximum resisting bending moment.	~		
	i.	Plastic or non-metallic ejector shoe material is not acceptable. No Exceptions			
8		CONTROLS			
0	a.	The ejector panel and tailgate raise controls shall be mounted outside the body on the front left hand side of the body. Direct connection of the control handles to the valve spool shall exist to minimize moving parts and allow for ease of service.			
	b.	An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle.			
	ರ ರ	An additional throttle advance switch shall be located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls.  Power take off controls shall be conveniently mounted in the cab, preferably to			
9	•	right side of the driver.  HYDRAULIC SYSTEM	V		
9	a.	A heavy duty pump motive drive shall be provided and shall be compatible with that of chassis transmission or the chassis engine. The pump drive shall be activated by:			
	1	Electrical Signal Hot Shift Clutch PTO			
<u></u>	-	Liectrical Signal riot Shift Clutch PTO	<u> </u>		

<u> </u>	٠.		YES	NO	OFFERED
		The pump motive drive must run quietly and shall be selected for minimum engine RPM compatible with recommended pump RPM for correct operating pressure and rates of flow for the refuse body.	/		
		To minimize hydraulic cylinder weight, a high pressure hydraulic system shall be employed. The operating pressure of the system shall be 2400-2500 PSI. Low pressure systems shall not be acceptable.	~		
	d.	A heavy duty vane pump shall be provided with a rated capacity of 32 GPM @ 1200 RPM. Vane pump is to be mounted directly to the PTO. Gear pumps or remote mounted pumps are not acceptable. No Exceptions			
		The hydraulic pump shall be designed to operate continuously with peak loading at frequent, short intervals.			
	f.	The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads.	/		
		All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise.			
		All hydraulic tubes running the length of the body shall be routed underneath the body to the rear, and then routed up the left side rearmost boister to the tailgate hinge area.	V		
	i.	All hydraulic hoses shall conform to S.A.E. standards for designed pressure.  Bends shall not be less than recommended by S.A.E. standards. Flat spots in hoses will not be acceptable.	~		
	j.	The hydraulic oil reservoir shall be frame mounted underneath the body, and shall have a 50 gallon gross capacity and a net capacity of 45 gallons. Tanks mounted in the body are not acceptable.  No Exceptions	V		
	1	The tank shall be complete w/ a screened fill pipe and cap, filter breather, cleanout cover, and shutoff valve.			****
	2	The hydraulic system shall be protected by a three (3) micron return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.			37,-
	3	The return line filter shall also include an in-cab filter by-pass monitor which shall alert the operator or service personnel when the filter is in need of replacement.	<b>/</b>		
		All multi-spool control valves shall be of a section design such that servicing would not require replacement of the entire valve assembly.	V		
10		LIVERALILIC CVI INDERC	<u> </u>		
-10	a.	HYDRAULIC CYLINDERS			
		All cylinders must have a working pressure rating of no less than 2500 PSI.			
		Packing cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized. This shall be accomplished by a design which will decrease the speed of the cylinder for the last one-half (1/2") inch of cylinder stroke on both directions of travel.			

			YES	NO	OFFERED
	С	Packing cylinder rods must be induction hardened to a surface hardness of 55-65 Rockwell C scale.	<b>V</b>	1	
	d	Rods and working sleeves of all cylinders shall be chrome plated.		<u> </u>	<del> </del> -
	e	All packing cylinder end lugs shall be forged steel material with excavating quality hardened steel bushings.			
11	-	ELECTRICAL			
	a.	All electrical wiring connectors to be automotive double-seal, with wiring in split	+	<del>                                     </del>	
		convoluted loom	V	1	
	b.	The control system shall utilize distributed controls with multiple controllers to minimize electrical harnessing. The system shall also have a control panel with integrated display located in the cab. This controller is to be utilized for pump/PTO operational engagement and offer troubleshooting capabilities			
	c.	All electrical sensors shall have a minimum IP rating of 67. All sensors must be non-contact style sensor (mechanical style limit switches are not allowed).	/		
12		LIGHTING			
	a.	Clearance lights, a back up, four (4) directional lights and five (5) brake lights shall			1,000
		be Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable.al			
	b.	All lights shall be LED and provided in accordance with FMVSS#108, plus mid body turn signals on each side of the body and a center brake light on the rear.  Direction and brake lights are dispersed to position two (2) each above the hopper and two (2) each below the hopper.	V		
		Amber Warning Light Package: to consist of four (4) "Smart" rear turn signals that double as strobe lights. Two oval strobes to be mounted to the front of the body head.	V		
		The is to be a work light mounted in the hopper with the switch mounted on the tailgate	V		•
		There are to be two (2) LED work lights mounted outside the hopper. Lights to be angled to show the work area at the curb	<b>V</b>		
13		PAINTING			· · · · · · · · · · · · · · · · · · ·
	a.	First Step - Smoothing - All weld slag, splatter or roughness shall be removed with			
	ľ	the appropriate hand tools. No sand, shot or glass air blasting shall be permitted to eliminate contamination and possible damage to bearings or pin surfaces and possible distortion of higher gauge sheet materials used on the body.			
		Second Step - Purgation - A heated pressure wash shall drench the entire body with a silicated alkaline phosphate based pre-cleaner to clean all metal surfaces. This solution shall soak through and break down the oil film and other contaminants found on steel. The solution shall be non-corrosive to metals and shall be environmentally friendly.			

	_		YES	NO	OFFERED
Trans.	C	Third Step - Pre-Treatment - An organically accelerated phosphoric acid based pretreatment will be applied to all metal surfaces. This step provides a chemical conversion coating which changes the chemical and physical nature of the surface by providing a surface that the next application (prime) will adhere to.	/		
	d.	Fourth Step - Sealing - The entire body shall be coated with an application of the patented Dry-In-Place Seal from Henkel Surface Technologies. This process shall dramatically improve the surface finish's resistance to rusting that occurs from general wear and tear, and shall provide improvements to paint adhesion and			
		other related corrosion that occurs over the life of the products. This shall help retain the "as new" appearance of the factory paint surface.			
	e.	Fifth Step - Primer Coat Paint - The seal coat shall be painted using DuPont Corlar - a high performance, low VOC/HAPS epoxy polyamide primer-sealer. Corlar is a two-component gray primer-sealer that is lead and chromate free. This shall be applied in an amount necessary to achieve a dry film thickness of 1.2 mil.	<b>✓</b>		
		Sixth Step - Finish Top Coat Paint - A high luster finish coat shall be applied using DuPont Imron Elite - a high-performance, low VOC (<3.5 lbs/gal RTS) two-component polyurethane enamel. An ample amount shall be applied to achieve a dry film thickness of 2 mil and shall result in a finish of 3.2 mil minimum film thickness. Final Color is to be Chrome Yellow and must match the cab color	<b>/</b>		-
14		OPTIONAL EQUIPMENT:			
		A Hydraulic Reeving Cylinder is to be mounted to the roof of the Packer Body for use in lifting and emptying 2 - 14 yard dumpsters. Electric or Hydraulic Winches are not acceptable. <b>No Exceptions</b>			
	b.	A Lip and Latch is to be installed on the tailgate to secure the dumpsters while emptying. Lip and Latch must comply with all current ANSI standards			
		An adjustable bolster is to be installed above the hopper. This bolster is to be bolted on and allow easy adjustment to prevent dumpsters from falling into the hopper or damaging the tailgate No Exceptions	<b>/</b>		
		A Rear Vision Camera with 7" Monitor and Sound is to be installed by the body manufacturer and integrated into the operating system. Dealer or field installed cameras are not acceptable. <b>No Exceptions</b>			
		20Lb Fire Extinguisher is to be mounted to the outside of the body in easy reach of the operators cab			
T	f.	A broom and shovel rack is to be mounted on both sides of the tailgate			· · · · · · · · · · · · · · · · · · ·
一	g.	Anti splash, anti sail mud flaps are to mounted ahead of the rear tandems			

		YES	NO	OFFERED
15	WARRANTY			
	Unit shall include a One-Year Complete Body Warranty as standard. This warranty will cover parts and labor not including normal wear items. Bidder shall state his normal warranty and extended warranty where available.	<b>✓</b>		
16	PARTS MANUAL			
	Bidder shall furnish a complete parts, maintenance and operator's manual.			

BID ITEM	Blue Hill Go	olf Course Bunker R	enovation Project	SHEET 10F1
BID OPENING T	IME	11:00AM	DATE	July 16, 2020
CONTRACTOR NAME & ADDRESS	Fan Og	September 2 Septem		
DATE RECEIVED	7/16/2020	7/16/2020		
TIME RECEIVED	9:40 AM	15:07AM		
NON COLLUSION STATEMENT	<b>✓</b>			
BID BOND or CERTIFIED CHECK				
drain pipe (will be used for a reputable sod farm. The the choice of sod grower Price per square foot - base	e Town's Supe	erintendent & Golf Co	ourse Superintendent	
Price per square foot	\$ 13 60	\$ 997 8	\$	<b>S</b>
Total Price	\$ 338,0007	259,349	s	\$
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PENAL SUM FORM

## **BID BOND**

BIDDER (N	Name and Address): US Pitchcare LLC
	18 Evergreen Road, Northford, CT 06472
SURETY (I	Name and Address of Principal Place of Business): Aegis Security Insurance Company
	4507 North Front Street, Harrisburg PA 17110
OWNER (N	Name and Address): Town of Orangetown
	81 Hunt Road, Orangeburg, NY
<u>BID</u>	BID DUE DATE: _July 16, 2020
	PROJECT (Brief Description Including Location): <u>Blue Hill Golf Course Bunker Renovation Project Contract</u> # Parks-07-2020
BOND	
	BOND NUMBER: _07162020 DATE (Not later than Bid Due Date): _July 16, 2020 PENAL SUM: Five Percent Of Amount Bid (5%)
printed on t	SS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its officer, agent, or representative.
BIDDER	SURETY  1 Care LLC (Seal) Aegis Security Insurance @mpany
	ncare LLC (Seal) Aegis Security Insurance (Sampany Surely's Name and Corporate Seal
By: Signature a	nd Title Signature and Title (Attach Power of Attorney)
Attest: Signature a	Attest: John C. Wagner, Attorney-in -Fact  Signature and Title
Notes: (1) (2)	Above addresses are to be used for giving required notice.  Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJcDc NO. 1910-28-D (1990 Edition)

BP-10

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect
- 11. The term "bid" as used herein includes a bid offer or proposal as applicable.

EJCDC NO. 1910-28-D (1990 Edition)

#### FORM OF SURETY GUARANTY

(To Accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned Corporation, and for other valuable consideration, the Aegis Security Insurance Company

a Corporation organized and existing under the laws of the State of PA and licensed to do business in the State of Connecticut, certified and agrees, that if Contract Parks-07-2020 Project Number is awarded to US Pitchcare LLC , the undersigned Aegis Security Insurance Company (Name of Bidder)

(Name of Surety Company)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract Price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

Aegis Security Insurance Company

(Surety)

John C. Wagner, Attorney-in -Fact (To be accompanied by the usual proof of authority of officers of surety company to execute the same).

COUNTY OF	· · · · · · · · · · · · · · · · · · ·
On this	to me known depose and say for himself, that he/she
came day of	, 20 before me personally
who, being by me duly average	to me known
reside in	depose and say for himself, that he/she  of the  executed the forgoing instrument that he/she
is the	that he/she
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that it was so affixed by order of the	the Board of Division said instrument is such corporate seal:
signed his/her name thereto by like	that seal affixed to said instrument is such corporate seal; see Board of Directors of said corporation, and that he/she order.
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# Surety Acknowledgement

State of: Connecticut

County of: Hartford

City of: Farmington

On this 16th day of July, in the year 2020, before me personally came John C. Wagner to me known, who, being by me duly sworn, did depose and say that he/she resides in Avon, CT he/she is the Attorney-in-Fact of Aegis Security Insurance Company the corporation described in and which executed the attached instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.

Stephen Wagner Netary Public Connecticut (Notary Public)

My Commission Expires October 31, 2021

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## THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED **POWER CERTIFICATE NO. CT 210**

## AEGIS SECURITY INSURANCE COMPANY POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: JOHN C. WAGNER, STEPHEN C. WAGNER, VIRGINIA R. MARTIN, LINDA J. HAYWARD

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: \$5 MILLION

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 24th day of June, 2020.

**AEGIS SECURITY INSURANCE COMPANY** 

President

W. J. WOLLYUNG, III

Commonwealth of Pennsylvania

s.s.: Harrisburg

County of Dauphin

On this 24th day of June, 2020, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JEANNE LP TENNIS

**Notary Public** 

My Commission Expires June 16, 2021

I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this Lath day of July 2020

REBECCA J. LIDDICK

Secretary

# Aegis Security Insurance Company

# Statements of Admitted Assets, Liabilities and Capital and Surplus - Statutory Basis

	As of December 31,			
	2019	2018		
Admitted Assets	<u> </u>			
Bonds	\$ 110,817,083	\$ 87,336,929		
Preferred stocks	462,673	423,205		
Common stocks - unaffiliated	20,107,699	13,764,139		
Cash and short-term investments	21,104,155	32,694,624		
Total cash and invested assets	152,491,610	134,218,897		
Accrued investment income	916,057	687,619		
Premium receivable and agent balances due	41,490,596	29,481,656		
Reinsurance recoverable on paid losses	8,844,359	5,929,670		
Federal income tax receivable	-	1,783,345		
Net admitted deferred tax asset	3,338,942	3,461,239		
Other assets	98,244	-		
Total assets	\$ 207,179,808	\$ 175,562,426		
Liabilities, Capital and Surplus Liabilities: Losses and LAE	\$ 45,122,134	\$ 32,258,347		
Reinsurance payable on paid loss and LAE	303,146	85,053		
Unearned premiums	57,480,958	63,849,110		
Commissions payable	6,562,490	22,276		
Accounts payable and accrued expenses	2,830,169	539,448		
Taxes, licenses and fees payable	2,038,141	1,551,966		
Ceded reinsurance premiums payable	22,387,817	12,189,420		
Funds held by company under reinsurance treaties	2,390,000	-		
Amounts withheld for account of others	2,514,341	2,388,287		
Payable for securities Total liabilities	9,929	10,098		
rotal habilities	141,639,125	112,894,005		
Capital and surplus: Common stock, par value \$1.40 per share; 5,000,000				
authorized; 3,000,000 issued and outstanding	4,200,000	4,200,000		
Paid-in surplus	20,266,827	20,266,827		
Unassigned funds	41,073,856	38,201,594		
Total capital and surplus	65,540,683	62,668,421		
Total liabilities, capital and surplus	\$ 207,179,808	\$ 175,562,426		

## CONTRACTOR'S BID FOR BLUE HILL GOLF COURSE BUNKER RENOVATION PROJECT NO. PARKS-07-2020

## TOWN OF ORANGETOWN, NEW YORK

THIS BID IS SUBMITTED TO:	Town of Orangetown
	26 Orangeburg Road Orangeburg, NY 10962
BY: BIDDERS NAME AND ADD	
18 EVERGROON R	LC NORTHFORD, CTOGUTH
Telephone: do3 - 21	9-7459
into an Agreement with OWNER in perform all Work as specified or indicated in this B conditions of the Bidding Documents.  2.01 BIDDER accepts all of the	oposes and agrees, if this Bid is accepted, to enter the form included in the Bidding Documents to cated in the Bidding Documents for the prices and Bid and in accordance with the other terms and terms and conditions of the Advertisement or Bidders, including without limitation those dealing
	The Bid will remain subject to acceptance for
3.01 In submitting this Bid, BIDDE	R represents, as set forth in the Agreement, that:
-	
	and become familiar with and is satisfied as to the nat may affect cost, progress, and performance of

the Work.

- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5.01

- A. BIDDER will perform the Work in accordance with the Contract Documents for the prices entered in the Schedule of Bid Items which follows. Individual Bid Items are more fully defined in the Bid Item Description pages of Section 3 of the specifications.
- B. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

C. Unit Prices have been computed in accordance with Article 73 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

## PRE-BID WALKTHROUGH:

A pre-bid walkthrough is scheduled for: July 1, 2020 at 11:00 A.M. Location: Blue Hill Golf Course, 285 Blue Hill Rd., Pearl River, NY 10965.

## **SPECIFICATIONS:**

A. Background - The Town of Orangetown acquired the golf course in 1967, turning it into a public facility. After the damming of the Hackensack River, holes 11 through 15 were inundated, golf course architect Frank Duane was charged with reconfiguring the course. In 1995 an additional 9 holes were added by golf course architect Stephen Kay, bringing the course to its present configuration of 27 holes in three sections "The Pines," "Lakeside," and "Woodlands."

The pending bunker renovation project will be on the nine of the twenty-seven holes of the Blue Hill Golf Course known as the Woodlands Course.

**B.** Scope of Work - The Bunker Renovation Project will include the renovation of the sand bunkers and some bunker banks. The bunker renovation project includes the renovation of the banks (faces) on the green side of many bunkers that are adjacent to greens. The turf will be stripped from the banks and disposed of on site. The purpose of this aspect of the project is to remove accumulations of sand and organic matter (thatch) from the banks. Ideally the accumulated material will slide off of the bank, revealing the original shape. Minor shaping and final grading will be done to prepare for sod and match (feather) the disturbed area to the adjacent undisturbed banks. All disturbed areas will be sodded with turf type tall fescue sourced from a reputable sod farm.

#### Interior Bunker Construction:

- Remove old sand
- Remove old Drain pipes and gravel
- Test the existing outfall pipe. If the existing outfall pipe no longer drains, the contractor will install new outfall pipe at a price per linear foot quoted on the bid form.
- Shape the floor of the bunker
- Install new drainage pipe and gravel
- Install liner as per Better Billy Bunker specifications.
- Install four (4) inches of compacted sand using Green Pro Materials 140

#### White Bunker Sand

• Contractor will have to conduct final bridging test with actual materials used between final 3/8 gravel and bunker sand.

#### **Exterior Bunker Construction**

- Remove sod
- Perform minor shaping and berming to redirect surface runoff water.
- Final grade and "float" disturbed area/prepare for sod.
- Install sod ring around edge of bunker liner.
- Install turf type tall fescue sod on entire area of disturbance

#### **Edging**

- Cut a new edge to define the shape of the bunkers. The TOWN's Superintendent will consult with the successful proposer. The goal of this undertaking is to return the bunkers to their original shape as much as possible.
- Dispose of the material generated by this process on site.

#### Measurements

- 18-20 bunkers renovated
- Interior construction area of 26,000 sq. ft.
- A maximum of 2,500 linear feet of interior drain line
- A maximum of 1,140 linear feet of outfall drain line

The TOWN believes these measurements to be accurate. The successful Proposer will verify measurements before entering into a contract with the TOWN for this project.

#### C. Schedule

The following dates have tentatively been established:

1. Bid documents available: Friday, June 19, 2020

2. Pre-bid meeting: Wednesday, July 1, 2020 at 11:00 AM EDT

@ Blue Hill Maintenance Building

3. Deadline for questions: Wednesday, July 8, 2020 at 4:00 PM EDT

4. Bids due: Thursday, July 16, 2020 at 10:30 AM EDT

5. Bid evaluation: July 17, 2020 – August 3, 2020

6. Contract award: Tuesday, August 4, 2020
7. Construction begins Monday, November 2, 2020

8. Construction finish: Friday, April 2, 2021

#### D. Materials

It is important that the bunkers on the Woodlands course are as similar to the bunkers on the Pines and Lakeside courses as possible. To that end, the TOWN specifies the following sand and gravel.

- 3/8" Washed pea gravel in drainage ditches.
- Green Pro Materials 140 White Bunker Sand.
- 4" ADS perforated drain pipe will be used in drainage ditches in bunker floors.
- 4" ADS solid drain pipe will be used for any new outfall pipe.
- Turf type tall fescue will be sourced from a reputable sod farm. The Town's Superintendent and Golf Course Superintendnet will approve the choice of sod grower

## PROVIDE PRICE PER SQARE FOOT BASED UPON APPROX 26,000 SQ FT OF BUNKERS:

	s <u>9.9</u> /	Price per square ft in Figures
	NINE DOLLARS 97/100-	Price per square ft in Words
	s <u>359, 349.00</u>	Total Price in Figures
Two	HUNDRES FIFTY NINE THOUSAND T	Total Price in Words  HONDRUD TONTY NINE 00/100
	Company Name: US PITCHCAUS ULC	
	Address: 18 EVERGREW ICD City: NON	ni Ford State: CT Zip: 06472
	Phone #: 103-219-7459Fax #:	
	E-Mail: Date:	1000
	PAUL Q US PITCHCARE, COM	

Note: In case of a discrepancy between the unit prices written in words and in figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices will govern. In case of a discrepancy between the sum of the extended totals and total bid price, the sum of the extended totals will govern.

Bidder acknowledges that quantities are estimates and are not guaranteed and final payment will be based on the actual quantities determined as per the Contract Documents.

6.01 BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the General Agreement on or before the dates or within the number of calendar days indicated in the Agreement.

- 6.02 BIDDER accepts provisions for liquidated damages, if any, in the event of failure to complete the Work by the dates or within the number of calendar days indicated in the Agreement.
- 7.01 BIDDER and his surety, where appropriate, have completed and executed the following documents which are attached to and made a condition of this Bid:
  - A. Required Bid Security in the form of Bid Bond or Certified Check.
  - B. Required BIDDER's Qualification Statement with supporting data.
  - C. Non-Collusive Bidding Certification.
  - D. Statement of Surety's Intent.
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED ON JULY 16	20 <i>d O</i>
State Contractor License No.	(if applicable)

8.02 Signature of BIDDER and other appropriate information, if BIDD	ER is:
An Individual	
Name (typed or printed):	
By	(SEAL)
By(Individual's Name)	(SEAL)
Doing business as:	
Business address:	
Phone No.: Fax No	
A Partnership	
Partnership Name:	(SEAL)
By:	
By: (Signature of general partner—attach evidence of authority to sign)	
Name (typed or printed):	
Business address:	
Phone No.: Fax No	
BID PROPOSAL	
466	
A Corporation Corporation Name: US PITCHCATTE LLC State of Incorporation: CT Type (General Business, Professional, Service (Limited Liability)	(SEAL)
Type (General Business, Professional, Service (Limited Liability)	
Pur Port Roll	
(Signature—attach evidence of authority to sign)	
Name (typed or printed): RUL BOYD Ja	

(Signature of Corporate Secre	(CORPORATE SEAL
(Bigitature of Corporate Beere	etary)
Business address:	
Phone No.:	Fax No
	S:
	BID PROPOSAL
A Joint Venture	
Joint Venturer Name:	(SEAL
By:(Signature of joint venture nor	tner—attach evidence of authority to sign)
(Signature of Joint venture par	iner—anach evidence of authorny to sign)
Name (typed or printed): Litle:	
	EN-
Phone No.:	Fax No.
Phone No.:	Fax No.
Joint Venturer Name:	Fax No(SEAL
Joint Venturer Name:	Fax No(SEAL
Joint Venturer Name:	Fax No(SEAL
Joint Venturer Name:  By:  (Signature—attach evidence of	fax No(SEAL(SEAL
Frome No.:  Sy:  (Signature—attach evidence of Name (typed or printed):  [Title:	Fax No(SEAL

## **ATTACHMENTS**

BIDDER and his surety, where appropriate, have completed and executed the attached documents which are identified below.

BID BOND (Penal Sum Form); pages 10 and 11

CERTIFIED CHECK (attached to "Bid Security" page); page 12

STATEMENT OF BIDDER'S QUALIFICATIONS; pages 13 and 14

NON-COLLUSIVE BIDDING CERTIFICATION; pages 15 and 16

✓STATEMENT OF SURETY'S INTENT; page 17

EQUAL EMPLOYMENT OPPORTUNITY POLICY REQUIREMENT CERTIFICATION; page 18

EPA FORM 6100-3; pages 19 and 20

EPA FORM 6100-4; pages 21 and 22

LOBBYING CERTIFICATION; page 23

AIS CONTRACTOR'S CERTIFICATION; page 24

GOSR INTRODUCTORY STATEMENT; pages 25 and 26

GOSR PROC-1 (EEO STAFFING PLAN); pages 27 and 28

GOSR PROC-2 (M/WBE UTILIZATION PLAN); page 29

GOSR PROC-3 (REQUEST FOR WAIVER - if a waiver is sought); pages 30 and 31

PENAL SUM FORM

## **BID BOND**

BIDDER (	Name and Address):		
SURETY (	(Name and Address of Principal Place of Bus	<u>iness):</u>	
OWNER (	Name and Address):		
BID ·	BID DUE DATE:		
	PROJECT (Brief Description Including Loca	tion):	
BOND	,		
	BOND NUMBER: DATE (Not later than Bid Due Date): PENAL SUM:		
printed on	SS WHEREOF, Surety and Bidder, intendir the reverse side hereof, do each cause thi officer, agent, or representative.	ng to be I s Bid Bor	egally bound hereby, subject to the terms and to be duly executed on its behalf by its
BIDDER		SURET	Υ
Bidder's N	(Seal) ame and Corporate Seal		Surety's Name and Corporate Seal
By: Signature :	and Title	Ву:	Signature and Title (Attach Power of Attorney)
Attest: Signature a	and Title	Attest:	Signature and Title
Notes: (1) (2)	Above addresses are to be used for giving requ Any singular reference to Bidder, Surety, Owne	ired notice r or other p	arty shall be considered plural where applicable.

EJcDc NO. 1910-28-D (1990 Edition)

BP-10

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "bid" as used herein includes a bid offer or proposal as applicable.

EJCDC NO. 1910-28-D (1990 Edition)

ATTACH BID SECURITY TO THIS PAGE IF CERTIFIED CHECK

## STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT ATTACHED TO AND FORMING PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered by attachment of separate sheets.

1.	Name	e of Bidder	
	US	PITCHCARE	LLC

2. Permanent main office address
18 EVERGICEN RD NORTHFORD, CT 06471

3. When organized

- 4. If a corporation, where incorporated
- How many years have you been engaged in the contracting business under your present firm or trade name? Sylves

6. List any other names you have operated under for the last ten (10) years.

SATURATED SOLUTIONS LLC / US PITCHCATE LLC

- 7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- 8. General character of work performed by your company SPONT AND GOUF CONSTRUCTION
- 9. Have you ever failed to complete any work awarded to you?

If so, where and why?

- 10. List and summarize <u>all</u> DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years.
- 11. Have you ever defaulted on a contract?  $\mathcal{N}(C)$

If so, where and why?

12. List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of:

BP-13



- a. The official project name and project number
- b. Name, address, contact person, and telephone number of the owner, design consultant, and/or owner's representative.
- c. Project value; overall, and for the contractor's work
- d. Project schedule; overall, and for the contractor's work
- e. Description of the scope of work.
- 13. List your major equipment available for this Contract.
- 14. List the background and experience of all principal members of your organization, including officers.
- 15. List the work to be performed by Subcontractors and summarize the dollar value of Subcontract.
- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated: 7/15/2020

Signature

By: Pur V BOYD JR

Printed Name

For: US PITCHCARE LLC

#### NON COLLUSIVE BIDDING CERTIFICATE

# STATEMENT ATTACHED TO AND FORMING PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in details the reasons therefor. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

(c) Any bid hereafter made to any political subdivision of the State or any public department, agency, or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be

deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by bidder or person signing on behalf of bidder and affirmed as true under penalties of perjury.

Dated:

7/15/2020

Signature

By: Parc V BOYD JR

Printed Name

For: US PITCHCATE LUC

## STATEMENT OF SURETY'S INTENT (To be completed if Bid Security is to be Certified or Bank Cashier's Check)

To:	
(Owner)	
We have reviewed the Bid of	
of	(Contractor)
(Address)	
for	
(Project)	
Bids for which will be received on(Bid Opening Da	te)
and wish to advise that should this Bid of the Contractor between awarded to him, it is our present intention to become sure labor and material bond required by the Contract.  Any arrangement for the bonds required by the Contractor and ourselves and we assume no liability to you reason we do not execute the requisite bonds.	ty on the performance bond and ontract is a matter between the
We are duly authorized to do business in the State	of
Attest:	
Attach Power of Attorney	
Surety's Authorized Signature(s)	
(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)	

(This form must be completed prior to the submission of the bid



## **Contractor Qualifications Statement:**

Submitted to: Blue Hills Country Club

Submitted by: US Pitchcare LLC Dated: July 16th, 2020

Project Name: Course Improvements, bunkers

## **Company Information:**

US Pitchcare LLC 18 Evergreen Rd Northford, CT 06472 Limited Liability Company

Phone: (203) 590-1318

E-Mail: paul@uspitchcare.com

## **Company Officers**

## **Greg Moore**

Managing Partner

Cell: 203-980-1301

Greg@uspitchcare.com

## Laura Moore

Controller

Cell: 203-641-9314

Laura@uspitchcare.com

## **Paul Boyd**

**Managing Partner** 

Cell: 203-219-7459

Paul@uspitchcare.com

## **Conor Meyers**

**Business development Manger** 

Cell: 860-335-2320

Conor@uspitchcare.com



## About US:

US Pitchcare LLC is a full-service golf and sports turf construction company. We also offer contracted cultural services and sell specialized turf management equipment. Formed in 2013, by two former golf course superintendents, US Pitchcare has been committed to providing the highest quality service to the New England and New York area golf course and sports turf markets. With a dedicated staff of former construction and golf maintenance staff, we are proud to offer quality, excellent workmanship with an understanding to the sensitivities of working on an operational golf course, with respect to players and existing conditions. We enjoy both smaller and larger projects and building relationships with clubs and superintendents that last for many years.



#### PAUL BOYD

Co-founder and managing partner

Paul is co-founder and managing partner of US Pitchcare LLC. Paul has spent much of his career as a golf course superintendent, working at such venues as the Broadmoor in CO, The Country Club in MA and finally as superintendent at the Greenwich Country Club in CT. Paul's proficiency in management and construction brings a passion and detail to US Pitchcare LLC. Paul Specializes in bidding, scheduling and project management.



## **GREG MOORE**

Co-founder and managing partner

Greg is co-founder and managing partner of US Pitchcare LLC. With over 30 years of experience as a golf course superintendent, construction manager and drainage specialist, Greg brings the expertise and attention to detail necessary for any successful project. Greg specializes in operations management, oversight and client relations.



CONOR MEYERS

**Business Development Manager** 

Conor is a former golf course superintendent and is well experienced in golf course construction. With a degree in turf management form Housatonic Community College and a resume that includes many country clubs in the tri-state area, Conor has become an integral part of the USP family.



LAURA MOORE

Administration

Laura is the controller and head of administration for US Pitchcare LLC. Laura is in charge of all accounts payable and receivables and can be reached at 203.641.9314



**WILLIE WILSON** 

Construction superintendent

Willie is lead construction superintendent with US Pitchcare LLC. Willie has a wide range of construction and management experience including the construction of Great River CC in CT. Willie stayed on as superintendent after construction. Other career highlights are the Patterson Club renovation, Hudson National GC and many others.



## RUBEN ORDOÑEZ

Machine Operations specialist

Ruben has been a part of US Pitchcare LLC for two years and has taken on a lead role in the company as a machine operator, foreman and technician. Ruben has had prior experience in construction on several golf course renovations, ran greens drainage crews on many others, and is a talented mason as well.



LUIS CARANGUI

machine operations specialist

Luis is the latest addition to the US Pitchcare family. An experienced machine operator and mason, Luis has been involved in many golf course renovation projects and has proved himself a valuable member of the team.

## PINE ORCHARDS YACHT AND COUNTRY CLUB



# US Pitchcare is just completing a 6-hole renovation including:

- Expansion and re-routing of tidal creek and basin
- New irrigation system
- Complete fairway drainage system
- Raised the first fairway by 2 feet
- Cart-paths
- Complete Fairway sodding
- New bunkers
- New tee complexes
- Coordination with Army Corps of Engineers, State DEEP, OLAS and Local regulators

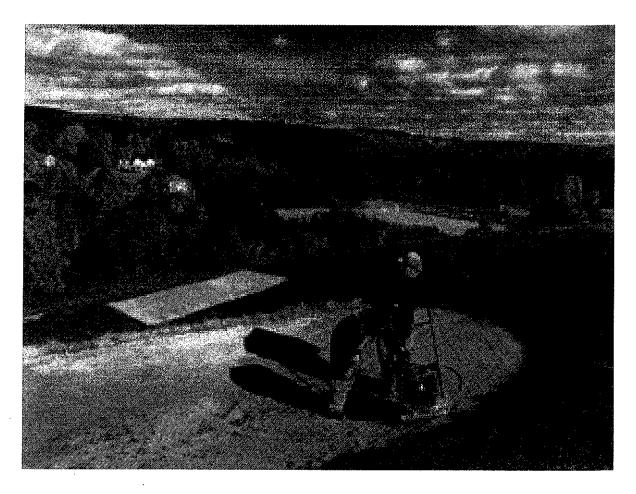
# NEW HAVEN COUNTRY CLUB



# US Pitchcare just completed a driving range tee reconstruction, including

- Removing sod and excess buildup
- Re-pitching and laser grading of all surfaces
- Re-sodding
- Installation of concrete slab for artificial surface
- Installation of new artificial teeing area

## LYMAN ORCHARDS GOLF CLUB



We have recently completed the renovation of the bunkers on the Player Course at Lyman Orchards. During this process we:

- · Removed all old sand and existing drainage
- Installed new drainage and outflows in the bunkers
- Installed Capillary Concrete bunker liner system in all bunkers
- Installed new sand

We are currently in the process of completing the Jones Course and Apple Course at Lyman Orchards with the same bunker renovation plan.

## **CRUMPIN-FOX CLUB**



Over the past few years US Pitchcare has undertaken an extensive drainage project, draining many fairways, constructing all new forward tees and laser grading many others. We will be back to completely renovate, expand and the entire practice facility in 2020

## RICHTER PARK GOLF COURSE



Over the past few years Us Pitchcare has worked with Richter Park to:

- Build a completely new practice facility
- Re-routed the 10th hole creating a par three with new tee complex
- Extensive drainage program for the driving range and several fairways on property
- Extensive bunker renovation, including shaping, drainage and liners
- New Cart paths

# THE CLUB AT OXFORD GREENS



We have completed an extensive bunker rebuild Using the Capillary Concrete bunker system.

## References:

Please use the following list of references in your evaluation of our qualifications.

## 1. Nick Torello

Greens and Grounds Chairman, Pine Orchards Yacht and Country Club

Project: Course Renovation E-mail: nickytjr@aol.com Phone: 203-494-6792

#### 2. Jason Booth

Superintendent, New Haven Country Club

Project: Driving Range renovations E-mail: nhccsup@yahoo.com

Phone: 203-909-1020

## 3. Brian Gehan

General Manager, Crumpin Fox Golf Course Project: Fairway Drainage, Range, Tees, Bunkers

E-mail: brian@golfthefox.com Phone: (203) 417-3836

#### 4. Rob Dorsch:

Superintendent, Richter Park Golf Course

Project: Fairway drainage, Range Construction, Bunker renovations

E-mail: rob@richterpark.com Phone: (203) 648-1820

## 5. Paul Sutter:

Director of Operations, Brooklyn Bridge Park

Project: Yearly service contract to renovate all turf grounds on property

E-mail: psutter@bbpnyc.org Phone: (917) 618-2949

## 6. Brian Barrington

Owner and Superintendent, Club at Oxford Greens

Project: Bunker Renovations

E-mail: bryan@alliancenortheast.com

Phone: (203)687-3979

## 7. John Jackson

Director of business development Project: Tee construction, drainage

## **CERTIFICATION OF ELIGIBLES**

	LORI GRUEBEL COMMISSIONER OF PERSO	NNFI				FICER OR REPRE		
				[] This Certification Not Used Because				
PT1 RECEIVED				iest Name of Mo	ore Eligibles			
DATE CHANGE FORM RECEIVED				dditional Name				
ROSTER ENTRY MADE			- 08/22/2	Appointing Authority Must Sign and Date this Form on or before 08/22/2020 and return on or before 09/21/2020				
VET	CR RECORDEDEL LIST ANNOTAT	ED						
	TERESA KENNY,		FROM:	Rockland Cou	ınty Departme	ent of		
	SUPERVISOR			Personnel	- Dood Duild	: A		
	<b>/Agency:</b> TOWN OF ORANGETOWN /T NGETOWN	OWN OF		Pomona, NY	n Road, Build 10970	ilig A		
=					ı			
TTLI		LOCATION:	OF ORANGET	204/61	EXAM NUMBI	ER/PUBLIC NO		
50	PERVISOR, PARKING ENFORCEMENT	TOWN	OF ORANGETO	DWN	67-450/ 19150			
NUMBER OF CANDIDATES ON CERT: POSITIONS: 1			1 / PERM /F	PERM /F		DATE OF CERTIFICATION: 07/08/2020		
ОМР	LETE CURRENT OPEN COMPETITIVE LIST							
	NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE	
•	CONNOLLY, BRIAN 60 CARA DRIVE PEARL RIVER, NY 10965 (845) 735-3668 (home) BCONNOLLY55@VERIZON.NET	100.00	0.00 /0.00					
	***Final r	ating includes an	y veteran or d	isabled credit	s shown***			
		LLY THE INSTRU				M		
	Lukhanh							
1 .								
	ng Agency Signature							

Appointing Authority Signature

120

## **CERTIFICATION OF ELIGIBLES**

LORI GRUEBEL COMMISSIONER OF PERSONNEL						APPOINTING OFF	ICER OR REPRESI	ENTATIVE
DAT ROS	RECEIVED  TE CHANGE FORM RECEIVED  STER ENTRY MADE  T CR RECORDEDEL LIST ANNOTAT	ED	-	[] No A Appoint 08/31/2 Appoint	ing Authority M 2020 and return ing Authority: _	s Now Required ust Sign and Dat on or before 09		
Dep	TERESA KENNY, SUPERVISOR t/ <b>Agency:</b> TOWN OF ORANGETOWN /TO NGETOWN	OWN OF		FROM:	Personnel	inty Departmer n Road, Buildir 10970		
TITL	E: PARKING ENFORCEMENT AIDE	LOCATION: TOWN	OF OR	ANGETO	OWN	EXAM NUMBE	R/PUBLIC NO: 62-089/ 19148	}
NUM	BER OF CANDIDATES ON CERT: 4	POSITIONS: 1 / PERM /P		DATE OF CERTIFICATION: 07/17/2020				
COMF	PLETE CURRENT RESIDENTIAL LIST. MORE NAMES	S OF ELIGIBLES AVAIL	_ABLE FR	OM WHO	LE LIST IF			
#	NAME AND ADDRESS	FINAL EXAM RATING		/O DITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE
1.	MARZOLLA, JOHN 57 CENTER STREET PEARL RIVER, NY 10965 (845)653-6177 (work) MARZ14@OPTONLINE.NET	85.00 0.00		/0.00				
2.	JEANTY, JAMIE 10 SOUTH MIDLAND AVE NYACK, NY 10960 (845)598-6305 (cell) JAMESJEANTY1@YAHOO.COM	85.00	0.00	/0.00				
3.	ALSTON, MICHELLE 146 DEPEW AVE NYACK, NY 10960 (845)290-5695 (home) (845)729-6202 (work) SHALEL1966@HOTMAIL.COM	80.00	0.00	/0.00				

0.00 /0.00

80.00

4.

GORDON, KENNETH

19 EDGEWOOD DRIVE ORANGEBURG, NY 10962 (845) 422-6806 (work) KVGORDONOFD@GMAIL.COM

^{***}Final rating includes any veteran or disabled credits shown***

#### READ CAREFULLY THE INSTRUCTIONS PROVIDED FOR USE OF THIS FORM

Ludpuh
Issuing Agency Signature
Appointing Authority Signature





Date: 7/13/2020

Branch: 30



#### Sourcewell Contract #122017-RVL

CUSTOMER:	Town of Orangetown
ADDRESS:	119 Route 303
CITY, STATE, ZIP:	Orangeburg, NY 10962

## **DOHENYCOMPANY.COM**

	3D GeoSense Can	norac:		List		Net
1	V4004012	ORPHEUS 2.0 Pan & Tilt with Zoom	Ś	29,079.00	Ś	29,079.00
	Camera Head Acc	essories:	<u>' '</u>			
1	901601040	Pressure Test Set	\$	491.00	\$	491.00
	T76 Tractor and A	Accessories:				_
1	V9044001	T76 Camera Tractor	\$	22,135.00	\$	22,135.00
1	904020021	CB 3 - T76/86 Camera Base Module (Required for Mainline Operation)	\$	4,223.00	\$	4,223.00
1	904116031	T76/86 Camera Elevator	\$	7,258.00	\$	7,258.00
1	900406690	Small Pneumatic Tires for T76/T86/PANORAMO/LISY (Grey)	\$	1,337.00	\$	1,337.00
1	904110390	Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	\$	1,372.00	\$	1,372.00
1	900410391	T76/86/PANO 2 Treaded Wheelset for 8" and up (Hard)	\$	1,188.00	\$	1,188.00
1	900410891	T76/86/PANO 2 Treaded Wheelset for 12" and up on T76 (Hard)	\$	1,566.00	\$	1,566.00
	000406604	Tungsten Carbide Wheels for T76 in 8" and up	Ś	1,431.00	\$	1,431.00
1	900406691		1.2	1,431.00	<u> </u>	
1	Vehicle Mounted V1974005  Reels:		\$	16,783.00	\$	16,783.00
	Vehicle Mounted V1974005	Control Units:	1. *		•	
1	Vehicle Mounted V1974005 Reels:	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel	\$	16,783.00	\$	16,783.00 30,704.00
1	Vehicle Mounted V1974005  Reels: V8026001	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI	\$	16,783.00	\$	16,783.00
1	Vehicle Mounted V1974005  Reels: V8026001  Camera Cable:	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet	\$	16,783.00	\$	16,783.00 30,704.00
1	Vehicle Mounted V1974005  Reels: V8026001  Camera Cable: 80017040	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet	\$	16,783.00	\$	16,783.00 30,704.00 5,445.00
1 1 1	Vehicle Mounted V1974005  Reels: V8026001  Camera Cable: 80017040  Reel Accessories:	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet	\$	16,783.00 30,704.00 5,445.00	\$	16,783.00 30,704.00 5,445.00
1 1 1 1	Vehicle Mounted	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$	16,783.00 30,704.00 5,445.00	\$	16,783,00 30,704.00 5,445.00 702.00 1,069.00
1 1 1 1 1 1	Vehicle Mounted V1974005  Reels: V8026001  Camera Cable: 80017040  Reel Accessories: 904350020 802617031	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with KW305/505 Upper deflection pulley (attaches to boom)  Cable Cleaning Brush for KW305/310/505	\$	16,783.00 30,704.00 5,445.00 702.00 1,069.00	\$ \$	16,783.00 30,704.00 5,445.00 702.00 1,069.00
1 1 1 1 1 1	Vehicle Mounted V1974005  Reels: V8026001  Camera Cable: 80017040  Reel Accessories: 904350020 802617031 8025975001	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with KW305/505 Upper deflection pulley (attaches to boom)  Cable Cleaning Brush for KW305/310/505	\$	16,783.00 30,704.00 5,445.00 702.00 1,069.00	\$ \$	16,783.00 30,704.00
1 1 1 1 1 1	Vehicle Mounted	Control Units:  BS 3.5 - Vehicle Mounted Control Panel EDI  KW305.2 Synchronized Power Cable Reel  Camera Cable Type 524/11 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with KW305/505 Upper deflection pulley (attaches to boom)  Cable Cleaning Brush for KW305/310/505	\$	16,783.00 30,704.00 5,445.00 702.00 1,069.00 486.00	\$ \$	16,783.00 30,704.00 5,445.00 702.00 1,069.00 486.00

Gas Conversion of Box Van 14' or 16'

Price List 2019 Rev: 12/16/2019

Conversion

47,920.00

\$ 47,920.00 \$

1	Option	Electric Rear Mounted Awning	\$ 3,240.00	\$ 3,240.00
1	Option	Wall Mounted Electric Heater-Installed under desk or in work area	\$ 702.00	\$ 702.00

#### Wincan Software:

1	VX- EXPERT-1	WinCan VX Expert License	\$ 12,500.00	\$ 12,500.00
1	VX-INFINITY-EXPERT-1	Expert Enterprise Infinity Support Plan	\$ 1,748.00	\$ 1,748.00
1	E-Sensoray	Sensoray Video Card	\$ 1,030.00	\$ 1,030.00
1	E-WINCANTRAINING-2	Two Day On-Site Installation and Training	\$ 3,300.00	\$ 3,300.00

#### **IKAS Software**

#### Accessories:

1	TRP01	Top Manhole Roller	\$ 450.00	\$ 450.00
1	34878BJD	36" Manhole Hook	\$ 26.00	\$ 26.00
1_	Poleset	18' of Fiberglas Poles, Mounting Bracket and IBAK Adapter	\$ 343.00	\$ 343.00
1	52846	3" Tiger Tail	\$ 37.00	\$ 37.00

Sourcewell Build-Quote Summary

Sourcesten band Quote Saliniary	
Module/Options/Chassis Total:	\$ 218,686.00
Options Sourcewell Discount 4%:	\$ 8,747.44
Module/Options Total per Sourcewell Price Schedule:	\$ 209,938.56
Additional	\$ 19,434.00
Total with Module, Chassis and All Options:	\$ 229,372.56
Freight and PDI:	\$ 1,500.00
Field Training:	\$ 2,000.00
Total:	\$ 232,872.56
JDC Discount:	\$ (3,784.32)

Total Sale Price: \$ 229,088.24

Optional Item:	Sourcewell Price

1	V0000228	Inclinometer Unit for 76/86/PANO 150/LISY (requires software)	\$ 3,079.68	\$ 3,079.68
		·	 	 

#### **Terms and Conditions**

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null

Thank you for your consideration of this proposal.

Sincerely yours,

### **Alan Earl**

Alan Earl
Regional Sales Representative
973/332-0219
AlanEarl@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer:

Ву:

Date:

Price List 2019 Rev: 12/16/2019

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# 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 Confract #: 122017-RVL

Proposer's full legal name: RapidView, LLC

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 February 20, 2018 and will expire on February 20, 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:	
NJEA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCHEMETRYCPO SIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coauette [NAME PRINTED OR TYPED]
Awarded on February 19, 2018	NJPA Contract # 122017-RVL
Vendor Authorized Signatures:  The Vendor hereby accepts this Contract award, included the contract award award, included the contract award award, included the contract award award award, included the contract award a	uding all occepted exceptions and amendments.
Vendor Name Rapidvicw, LLC	
Authorized Signatory's Title Director of Sa	iles
VENDOR AUTHORIZED SIGNATURE	Steve Keranko INAME PRINIED OR TYPEDI
Executed on	NJPA Contract # 122017-RVL

#### 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!

and conditions specified above. Company Name: RapidView, LLC Address: 1828 Olson Rd City/State/Zip: Rochester, IN 46975 Telephone Number: 574-224-5450 E-mail Address: skeranko@rapidview.com Authorized Signature: Authorized Name (printed): Steve Keranko Title: Director of Sales Notarized Subscribed and sworn to before me this ______ day of ______ December_____, 20_17______ Notary Public in and for the County of Fulton State of IN My commission expires: June 13, 2023 Signature: Lauri Paulei

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms

LAURIE PAULIK Notary Public, State of Indiana

#### Form P



#### PROPOSER QUESTIONNAIRE

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

Proposer Name:RapidVi	ew, LLC	
Questionnaire completed by:	_Steve Keranko	Charles and the second

#### **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?

RapidView provides municipal leasing options.

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.

Order Process (Dealer or Direct)

- > New NJPA Customer generates PO for equipment.
- > If dealer involved, dealer will accept the PO from the customer and generate a PO to RapidView.
- > If direct, customer will generate PO to RapidView.
- > Once equipment is delivered, invoice will be generated to customer.
- > Once payment is received, RapidView will pay the NJPA agreed fee.
- 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?

No

#### 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.

Here is a brief explanation of our warranty program.

(a) For a period of one year (unless a different warranty period is specified in writing by RapidView) from the date of delivery of goods or performance of services by RapidView, RapidView warrants, to Buyer, but not to any customer of Buyer, that the goods distributed by RapidView shall be free from defects in material and workmanship and the services performed by RapidView shall conform with reasonable standards in the industry.

(b) If within such period it shall be proven to RapidView's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at RapidView's option, be repaired or replaced (F.O.B.

RapidView's factory, with all removal and installation to be at Buyer's expense) and such services corrected or a substitute obtained.

• Do your warranties cover all products, parts, and labor?

Yes

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

Nο

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?

No – our warranty covers all of the US, Canada and the Caribbean Islands.

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

Not Applicable - RapidView provides warranty to all areas that RapidView represents.

 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?

RapidView will cover only RapidView IBAK equipment. For products other than IBAK equipment, we utilize the warranties from the original equipment manufacturer.

What are your proposed exchange and return programs and policies?

RapidView will employ reasonably commercial efforts to fill customers/dealers orders promptly on acceptance by RapidView, but reserves the right to allot available inventories among distributors and end user customers at its discretion. Except for RapidView's Products that are found to have a manufacturer's defect at the time of sale to Distributor, RapidView shall not be obligated to accept any of RapidView's Products that are returned by customer/Distributor. In the event such returns are accepted by RapidView, it may impose a 15% restocking fee.

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

Not Applicable

#### Pricing, Delivery, Audits, and Administrative Fee

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

RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras, sewer inspection software, and sewer pipe rehabilitation robotics to the North American market. RapidView partners with the oldest, largest, and most advanced manufacturers of such products, including IBAK Helmut Hunger GmbH & Co. KG, and others. RapidView products can be purchased through an extensive dealership network, with numerous service and repair centers to keep the customer up and operational.

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.)

Rapidview institutes line item pricing. To make the pricing easier to understand for the end customer, we created equipment packages. Our complete price list is included within the bid packet. Please see attachment #4.

P60002	Portable Mainline System			
V0494018	ORION Zoom	\$19,386	\$775,44	\$18,610,56
V9052012	T66.1 Camera Tractor	\$12,550	\$501.98	\$12,047.62
905235001	Camera Connection TYPE 2.1 for T66	\$1,264	\$50.54	\$1,213.06
V0000164	KT180 Portable Cable Reci	\$11,659	\$466.34	\$11,192.26
80016940	Camera Cable Type 524/11 - 656 feet	\$4,344	\$173,75	\$4,170.01
V1972001	BK 3.5 - Portable Control Panel	\$19,710	\$788.40	\$18,921.60
904350020	KUV2.7 with Rope and Holder	\$702	\$28.08	\$673,92
901601040	Pressure Test Set	\$491	\$19.66	\$471.74
	TOTAL	\$70,105	• • • • • • • • • • • • • • • • • • • •	\$67,300.76
P80003	CORE Mainline System	2.2,		00.1001.10
V0494018	ORION Zoom	\$19,386	\$775.44	\$18,610,56
V9052012	T66.1 Camera Tractor	\$12,550	\$501.98	\$12,047.62
905235001	Camera Connection TYPE 2.1 for T66	\$1,264	\$50,54	\$1,213.06
V0000165	KW180 Powered Cable Reel	\$15,660	\$626.40	\$15,033.60
802007021	KW180 Swivel Boom (Recommended)	\$1,892	\$75.69	\$1,816.47
80016940	Camera Cable Type 524/11 - 656 feet	\$4,344	\$173.75	\$4,170.01
V1974002	BS 3.5 - Vehicle Mounted Control Panel	\$16,783	\$671.33	\$16,111.87
904350020	KUV2.7 with Rope and Holder	\$702	\$28.08	\$673.92
901601040	Pressure Test Set	\$491	\$19.66	\$471.74
	TOTAL.	\$73,072		\$70,148.85
P00007	CORE PLUS Mainline System			
V0494018	ORION Zoom	\$19,386	\$775.44	\$18,610.56
V9052012	T66.1 Camera Tractor	\$12,550	\$501.98	\$12,047.62
905235001	Camera Connection TYPE 2.1 for T66	\$1,264	\$50.54	\$1,213.06
V8026001	KW305.2 Synchronized Power Cable Reel	\$30,704	\$1,228.18	\$29,476.22
80017040	Camera Cable Type 524/11 - 1000 feet	\$5,445	\$217.81	<b>\$5,227.</b> 55
V1974002	BS 3.5 - Vehicle Mounted Control Panel	\$16,783	\$671.33	\$16,111.87
904350020	KUV2.7 with Rope and Holder	\$702	\$28.08	\$673.92
901601040	Pressure Test Set	\$491	\$19.66	\$471.74
	TOTAL	\$87,326		\$83,832.54
P00004	PREMIUM Mainline System			
V4004012	ORPHEUS 2.0 Pan & Tilt with Zoom	\$29,079	\$1,163.16	\$27,915.84
V9044001	T76 Camera Tractor	\$22,135	\$885.38	\$21,249.22
V9040012	CB 3.2S - T76/86 Camera Base Module	\$4,941	\$197.64	\$4,743.36

904116031	T76/86 Camera Elevator	\$7,258	\$290.30	\$6,967.30
V8026001	KW305.2 Synchronized Power Cable Reel	\$30,704	\$1,228.18	\$29,476,22
80017040	Camera Cable Type 524/11 - 1000 feet	\$5,445	\$217.81	\$5,227.55
V1974002	BS 3.5 - Vehicle Mounted Control Panel	\$16,783	\$671.33	\$16,111.87
904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable)	\$702	\$28.08	\$673.92
901601040	Pressure Test Set	\$491	\$19,66	\$471.74
	TOTAL	\$117,539		\$112,837.02
P00005	ELITE Mainline System			·
V4004012	ORPHEUS 2.0 Pan & Tilt with Zoom	\$29,079	\$1,163.16	\$27,915.84
V9044001	T76 Camera Tractor	\$22,135	\$885.38	\$21,249.22
V9040012	CB 3.2S - T76/86 Camera Base Module	\$4,941	\$197.64	\$4,743.36
904116031	T76/86 Camera Elevator	\$7,258	\$290.30	\$6,967.30
V8026001	KW305.2 Synchronized Power Cable Reel	\$30,704	\$1,228.18	\$29,476.22
80017040	Camera Cable Type 524/11 - 1000 feet	\$5,445	\$217.81	\$5,227.55
V1974002	BS 3.5 - Vehicle Mounted Control Panel	\$16,783	\$671.33	\$16,111.87
904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$702	\$28.08	\$673.92
901601040	holder and rope (Highly Recommended for use with any cable) Pressure Test Set	\$491	\$19.66	\$471.74
904110390	Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	\$1,372	\$54.86	\$1,316.74
	TOTAL	\$118,910		\$114,153.75
		*****		***************************************
P000011	CORE HD Mainline System			
	CORE IID Mainine System			
V4004018	ORPHEUS HD Pan & Tilt with Zoom	\$32,346	\$1,293,84	\$31,052.16
V4004018 V9052009		\$32,346 \$12,550	\$1,293,84 \$501.98	•
	ORPHEUS HD Pan & Tilt with Zoom		•	\$31,052.16 \$12,047.62 \$1,632.96
V9052009	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor	\$12,550	\$501.98	\$12,047.62
V9052009 905244001	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD	\$12,550 \$1,701	\$501.98 \$68.04	\$12,047.62 \$1,632.96
V9052009 905244001 V1976002	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$12,550 \$1,701 \$31,793	\$501.98 \$68.04 \$1,271.72	\$12,047.62 \$1,632.96 \$30,521.32
V9052009 905244001 V1976002 V8029011	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$12,550 \$1,701 \$31,793 \$35,100	\$501.98 \$68.04 \$1,271.72 \$1,404.00	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00
V9052009 905244001 V1976002 V8029011 80070000	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92
V9052009 905244001 V1976002 V8029011 80070000 904350020	ORPHEUS HD Pan & Tilt with Zoom  T66.1 HD Camera Tractor  Camera Connection TYPE 2.1 HD for T66HD  BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS  KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel  HD/FO2 Camera Cable Type 00/12 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable)	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74
V9052009 905244001 V1976002 V8029011 80070000 904350020	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040	ORPHEUS HD Pan & Tilt with Zoom  T66.1 HD Cantera Tractor  Camera Connection TYPE 2.1 HD for T66HD  BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS  KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel  HD/FO2 Camera Cable Type 00/12 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable)  Pressure Test Set	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040 P000012 V4004018	ORPHEUS HD Pan & Tilt with Zoom  T66.1 HD Cantera Tractor  Camera Connection TYPE 2.1 HD for T66HD  BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS  KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel  HD/FO2 Camera Cable Type 00/12 - 1000 feet  KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable)  Pressure Test Set  TOTAL  PREMIUM HD Mainline System  ORPHEUS HD Pan & Tilt with Zoom	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22 \$5,961.60
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001 V9040013	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135 \$6,210	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66 \$1,293.84 \$885.38 \$248.40	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001 V9040013 904116031	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Camera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module T76/86 Camera Elevator	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135 \$6,210 \$7,258	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66 \$1,293.84 \$885.38 \$248.40 \$290.30	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22 \$5,961.60 \$6,967.30
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001 V9040013 904116031 V1976002	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module T76/86 Camera Elevator BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135 \$6,210 \$7,258 \$31,793	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66 \$1,293.84 \$885.38 \$248.40 \$290.30 \$1,271.72	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22 \$5,961.60 \$6,967.30 \$30,521.32
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001 V9040013 904116031 V1976002 V8029011	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module T76/86 Camera Elevator BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1650 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135 \$6,210 \$7,258 \$31,793 \$35,100	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66 \$1,293.84 \$885.38 \$248.40 \$290.30 \$1,271.72 \$1,404.00	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22 \$5,961.60 \$6,967.30 \$30,521.32 \$33,696.00 \$13,654.66
V9052009 905244001 V1976002 V8029011 80070000 904350020 901601040  P000012 V4004018 V9049001 V9040013 904116031 V1976002 V8029011 80068830	ORPHEUS HD Pan & Tilt with Zoom T66.1 HD Cantera Tractor Camera Connection TYPE 2.1 HD for T66HD BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1000 feet KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable) Pressure Test Set TOTAL PREMIUM HD Mainline System ORPHEUS HD Pan & Tilt with Zoom T76 HD Camera Tractor T76/86 3.2 S HD Camera Base Module T76/86 Camera Elevator BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel HD/FO2 Camera Cable Type 00/12 - 1650 feet	\$12,550 \$1,701 \$31,793 \$35,100 \$10,665 \$702 \$491 \$125,348 \$32,346 \$22,135 \$6,210 \$7,258 \$31,793 \$35,100 \$14,224	\$501.98 \$68.04 \$1,271.72 \$1,404.00 \$426.60 \$28.08 \$19.66 \$1,293.84 \$885.38 \$248.40 \$290.30 \$1,271.72 \$1,404.00 \$568.94	\$12,047.62 \$1,632.96 \$30,521.32 \$33,696.00 \$10,238.40 \$673.92 \$471.74 \$120,334.12 \$31,052.16 \$21,249.22 \$5,961.60 \$6,967.30 \$30,521.32 \$33,696.00

	TOTAL	\$150,258		\$144,247.91
P00006	LISY Lateral Launch Package	3130,230		#147,71.71
V0494019	ORION-L Zoom Navigating Pan & Tilt Push Camera	\$19,386	\$775.44	\$18,610.56
V9044001	T76 Camera Tractor	\$22,135	\$885,38	\$21,249,22
V9053050	LISY 3.2 Synch Lateral launch Module	\$60,696	\$2,427.84	
803021301	LISY Camera Cable (soft cable) 500	\$3,132	\$125.28	\$58,268.16 \$3,006.72
V9057003	Propulsion Pushrod MP4 GF4 120' with 512 Hz transmitter	\$3,192 \$3,996	S159.84	\$3,836.16
V8026001	KW305.2 Synchronized Power Cable Reel	\$30,704	\$1,228.18	\$3,630.10
80017040	Camera Cable Type 524/11 - 1000 feet	\$5,445	\$217.81	\$5,227.55
V1974002	BS 3.5 - Vehicle Mounted Control Panel	\$16.783	\$671.33	
800500841	Foot switch for winch (KW505 and KW305)	\$1,003	\$40.13	\$16,111.87
802617031	KW305/505 Upper deflection pulley (attaches to boom)	\$1,069	\$42.77	\$963.19
901601040	Pressure Test Set	\$491		\$1,026.43
	TOTAL		\$19.66	\$471.74
P00008	PANORAMO 2 System Package	\$164,841		\$158,247.82
V9051001	PANORAMO 2 - 360° CAMERA SYSTEM	\$150.030	67.023.20	£144 G02 00
V0001020	PANORAMO Camera Elevator (Required over 8" pipe)	\$150,930	\$6,037.20	\$144,892.80
905135031	PANORAMO Overturn Protection for PANORAMO 2	\$7,846	\$313,85	\$7,532.35
905131041	PANORAMO Inclinometer Module for PANORAMO 2	\$1,638	\$65.53	\$1,572.83
4702018	PANORAMO - PCI Baumer Interface card (Required for all PANORAMO	\$5,814	\$232.55	\$5,581.09
V1976002	systems) BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$2,488	\$99.53	\$2,388.79
V8029001	KW505 (FO2 - PANORAMO capable) Synchronized Power Cable Reci	\$31,793	\$1,271.72	\$30,521.32
80069300		\$34,560	\$1,382.40	\$33,177.60
800500841	FO2 Camera Cable Type 00/12 - 1640 feet	\$13,230	\$529.20	\$12,700.80
	Foot switch for winch (KW505 and KW305)	\$1,003	\$40.13	\$963.19
904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly Recommended for use with any cable)	\$702	\$28.08	\$673.92
V0001017R	19" Industrial PANORAMO PC Package	\$3,753	\$150.12	\$3,602.88
	TOTAL	\$253,758		\$243,607.56
P00009	PANORAMO 150 System Package			
V9055001	PANORAMO 150 360° CAMERA SYSTEM	\$103,213	\$4,128.54	\$99,084.90
V0000228	Inclinometer Unit for T66/76/86/PANO 150 (requires software)	\$3,208	\$128.30	\$3,079.30
905501631	Additional Weight Kit for PANO150 (Heavy and Light)	\$1,075	\$42.98	\$1,031.62
4702018	PANORAMO - PCI Baumer Interface card (Required for all PANORAMO systems)	\$2,488	\$99,53	\$2,388.79
V1976002	BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$31,793	\$1,271.72	\$30,521.32
V8029001	KW505 (FO2 - PANORAMO capable) Synchronized Power Cable Reci	\$34,560	\$1,382.40	\$33,177.60
80069300	FO2 Camera Cable Type 00/12 - 1640 feet	\$13,230	\$529.20	\$12,700.80
800500841	Foot switch for winch (KW505 and KW305)	\$1,003	\$40.13	\$963.19
904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$702	\$28.08	\$673.92
V0001017R	holder and rope (Highly Recommended for use with any cable) 19" Industrial PANORAMO PC Package	\$3,753	\$150.12	\$3,602.88
	TOTAL	\$195,025	A * 6.4.1 FM	\$187,224,31
P000010	PANORAMO SI Manhole System Package	# <b>*      </b>		the a seed Supported they \$

V4008001	PANORAMO SI Manhole Inspection System	\$91,856	\$3,674.25	\$88,181.91
V8020011	Cable Winch KW180 (FO) Complete for SI	\$27,073	\$1,082.94	\$25,990.50
80068730	Cable 100m (Fiber Optic) for KW180(FO) Type 00/12	\$6,399	\$255.96	\$6,143.04
V0000250	Mounting Kit for PANORAMO SI Unit (required cables and controls)	\$2,520	\$100.79	<b>\$2,4</b> 18.85
V0000238	BE5 PANORAMO SI Controller (SI only)	\$9,947	\$397.87	\$9,548.93
4702018	PANORAMO - PCI Baumer Interface card (Required for all PANORAMO systems)	\$2,488	\$99.53	\$2,388.79
V0001017SI A	19" Industrial PANORAMO SI PC Package STAND ALONE Unit	\$4,298	\$171.94	\$4,126.46
VZ000307	PANORAMO SI Stand-Alone Control Case and Reel Platform	\$7,559	\$302.36	\$7,256.56
	TOTAL	\$152,141		\$146,055.05

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.

We are offering customers who utilize the NJPA contract a 4% discount off 2017 pricing.

10) T	The p	pricing	offered	in	this	proposal	is	
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<u> </u>	_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.
x_	_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.

Not applicable

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.

Our sales are consultative and require RapidView personnel to custom design and build inspection systems for each customer. Any items not listed on our price list provided to NJPA will be quoted separately.

13) Identify any total cost of acquisition costs that are <u>NOT</u> 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.

Not applicable

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

Ground shipment is complimentary. Customer to pay shipping charges for overnight or priority shipping.

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

Ground shipment is complimentary. Customer to pay shipping charges for overnight or priority shipping.

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

Not Applicable - RapidView does not have any unique distribution/delivery methods.

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.

Our accounting department knows where each equipment sale is generated from. Along with their day to day accounting methods and providing quarterly reports to NJPA, we will be able to account for every sale and not let anything get overlooked.

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

1% of the contract sale is the proposed administrative fee for the NJPA.

#### **Industry-Specific Questions**

- 19) Describe the top three market differentiators of your products/services relative to the industry.
  - The only manufacturer in our industry that meets ISO 9001:9015 and ISO 14001:2015
  - Oldest and largest manufacturer in our industry. Inventor of inspection technology in 1957. Over 20% of employees engaged in research and development of tomorrow's technologies.
  - Only manufacturer to offer high-definition equipment and the patented PANORAMO® 360 technology
- 20) Identify how your products, services and supplies address the scope of this RFP.

NJPA desires a provider for the broadest possible scope of products/equipment — RapidView's primary product line is IBAK pipeline inspection equipment. We are the one-stop shop for pipeline inspection equipment. We sell portable inspection systems, mainline systems, lateral launch systems, PANORAMO 360 mainline and manhole systems and HD inspection systems. No one else in the industry can offer this type of variety in a product offering.

and services being proposed over the largest possible geographic area – RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). Between our manufacturing plant in Kiel, Germany and our North American location in Rochester, Indiana, we have over 300 employees.

and to the largest possible cross-section of NJPA current and potential Members. - In North America, we employ over 40 people and our sales force is 100% focused on the sales and service of this equipment. Our sales force is comprised of four Regional Sales Managers (Northeast, South, Midwest and West), Director of Sales and a VP of Sales and Marketing. Our independent dealer

network covers all 50 states and providences with 19 dealers (50+ sales people) throughout the US and Canada. Many of those dealers are located in multiple states.

In summary, over the past four years as an authorized NJPA vendor, RapidView believes we have demonstrated that we can sell and service all of NJPA's current/potential members with the highest level of service that NJPA expects from their vendors. RapidView would be honored to represent the NJPA contract for four more year.

11-611	/ /	
Signature:	Date: 12/18/17	

# 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 #: 122017-RVL

Proposer's full legal name: RapidView, LLC

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 February 20, 2018 and will expire on February 20, 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:	•
NJFA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUPEMENTY CPO SIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coauette [NAME PRINTED OR TYPED]
Awarded on February 19, 2018	NJPA Contract # 122017-RVL
Vendor Authorized Signatures:	
Vendor Name Rapidvicw, LLC	ncluding all accepted exceptions and amendments.
Authorized Signatory's Title Director of	Steve Keranko
VENDOR AUTHORIZED SIGNATURE  Executed on, 20	(NAME PRINTED OR TYPED)  NJPA Contract # 122017-RVL



## National Joint Powers Alliance®

## **REQUEST FOR PROPOSAL**

for the procurement of

# SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES RFP Opening

DECEMBER 21, 2017

8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

#### RFP #122017

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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

#### RFP Timeline

November 16, 2017	Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: <a href="http://www.njpacoop.org/oregon-advertising">http://www.njpacoop.org/oregon-advertising</a> and also RFP Appendix B), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
December 5, 2017 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
December 13, 2017	Deadline for RFP questions.
December 20, 2017 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
December 21, 2017 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at <a href="mailto:chris.robinson@nipacoop.org">chris.robinson@nipacoop.org</a> or (218) 895-4168.

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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

- <u>2.1</u> NJPA advertises this solicitation: 1) in the hard copy print and online editions of the <u>USA Today</u>; 2) once each in Oregon's <u>Daily Journal of Commerce</u>, South Carolina's <u>The State</u> and Utah's <u>Salt Lake Tribune</u>; 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 <a href="https://www.nipacoop.org">www.nipacoop.org</a>.
- <u>3.3</u> 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.
- <u>3.4</u> 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 <a href="http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/">http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/</a>.
  - 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

- <u>3.6</u> 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.
  - <u>3.6.2</u> 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.
- <u>3.7</u> 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.
- <u>3.8</u> 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;
- <u>3.11.3</u> 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.
- <u>3.13</u> 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.
- <u>3.15</u> 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

- <u>3.16</u> 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES.
- 3.17 Additional Scope Definitions: In addition to SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not to be limited to:
  - <u>3.17.1</u> Equipment, accessories and supplies for the purpose of cleaning sewer lines, catch basins and storm sewers, such as sewer vacuums, jetters, rodders, and self-propelled or chassis-mounted hydro-excavators; and,

- <u>3.17.2</u> Equipment, accessories and supplies for the purpose of street or parking lot sweeping, such as mechanical, vacuum, air, and high efficiency sweepers.
- 3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.
  - 3.17.3.1 Respondent's proposal may include no more than an incidental offering of trailer or skid-mounted hydro-excavation equipment. Respondent's primary offerings must be the equipment identified in sub-sections 3.17.1 or 3.17.2 above.
  - **3.17.3.2** This solicitation is not intended to include pumps. Such items in a proposal will be considered out of scope.
- 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.
- <u>3.20</u> 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:
  - <u>3.23.1</u> 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 inhouse 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.
    - <u>3.23.3.4</u> 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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.

- <u>3.25</u> 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.
  - <u>3.25.1</u> 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.
- <u>3.26</u> 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.]

- <u>3.28</u> 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.
  - <u>3.28.1</u> 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.
- <u>3.29</u> 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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.
  - <u>3.30.2</u> **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:
    - <u>3.30.2.1</u> 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

- <u>3.30.2.3</u> differentiate equipment/products and services from other industry manufacturers and providers.
- <u>3.31</u> 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.
- <u>3.32</u> Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.
- <u>3.33</u> **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.
- <u>3.37</u> 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. <u>NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.</u>

#### 3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

#### A. INQUIRY PERIOD

<u>4.1</u> 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

- <u>4.3</u> 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.
- <u>4.4</u> 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

- <u>4.5</u> Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, <u>Exceptions To Proposal</u>, <u>Terms</u>, <u>Conditions And Solutions Request</u>.
- <u>4.6</u> 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.
- <u>4.8</u> 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
  - <u>4.9.4</u> 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.

<u>4.10</u> 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

- <u>4.14</u> 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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.
- <u>4.16</u> If NPJA 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 <a href="https://www.njpacoop.org">www.njpacoop.org</a> (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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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;
  - <u>4.24.4</u> 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

- <u>5.1</u> 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.
- <u>5.2</u> This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. The estimated annual value of this contract is \$150 Million.

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

- <u>5.3</u> 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.
- <u>5.4</u> 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

- <u>5.5</u> 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.
- <u>5.6</u> 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.
- <u>5.7</u> 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.
- $\underline{5.8}$  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.
- <u>5.9</u> 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.
- <u>5.10</u> 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.
- <u>5.13</u> A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.
- <u>5.14</u> 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

<u>5.15</u> "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

<u>5.16</u> 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.

<u>5.17</u> 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

<u>5.18</u> 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 ACOUISITION

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

<u>5.25</u> 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.

- <u>5.26</u> 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.
- <u>5.27</u> 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

- <u>5.29</u> 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.
- <u>5.30</u> 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 compete 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."
- <u>5.32</u> 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.
- <u>5.33</u> 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.
- <u>5.34</u> DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.
- <u>5.35</u> 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.

<u>5.35.1</u> *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.

<u>5.35.2</u> 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.]

<u>5.38</u> 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

<u>5.44</u> 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

<u>5.45</u> 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.]

<u>5.48</u> 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.]

<u>5.51</u> 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.

<u>5.52</u> 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.

<u>5.54</u> 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.

#### **<u>5</u> EVALUATION OF PROPOSALS**

#### A. PROPOSAL EVALUATION PROCESS

<u>6.1</u> 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.

<u>6.2</u> 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.

<u>6.3</u> 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**

<u>6.4</u> 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.

<u>6.5</u> 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.

<u>6.6</u> Level-One Responsiveness means that the response

- <u>**6.6.1**</u> is received before the deadline for submission or it will be returned unopened;
- <u>6.6.2</u> is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- <u>6.6.3</u> contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- <u>6.6.4</u> 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

<u>6.7</u> 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
  - <u>6.8.2</u> 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
  - <u>**6.8.11**</u> Industry-Specific Questions

#### 6.9 [This section is intentionally blank.]

#### D. OTHER CONSIDERATIONS

<u>6.10</u> 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.

<u>6.14</u> 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

<u>6.16</u> 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.

<u>6.17</u> 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.

<u>6.19.1</u> 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.
- <u>6.19.5</u> 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.
- <u>6.19.6</u> Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.
  - <u>6.19.6.1</u> 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.
  - <u>6.19.6.2</u> 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.
  - <u>6.19.6.3</u> 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.
  - <u>6.19.6.4</u> 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.
- <u>6.19.7</u> 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.
- <u>6.20</u> 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.
  - <u>6.23.1</u> 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.
- <u>6.25</u> 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.
- <u>6.26</u> 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

<u>6.27</u> 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

- <u>6.29</u> 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.
  - <u>6.29.1</u> 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.
  - <u>6.29.2</u> 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.
  - <u>6.29.3</u> 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.
  - <u>6.29.5</u> 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

- <u>6.33</u> **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.
- <u>6.34</u> 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.
- <u>6.35</u> 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.

<u>6.36</u> 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.

<u>6.37</u> **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.

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

## K. WAIVER OF FORMALITIES

<u>6.39</u> 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.

<u>7.4</u> 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.

<u>7.5</u> **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

<u>7.7</u> 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

<u>7.8</u> 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.

<u>7.8.1</u> **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

- <u>7.14</u> 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.
  - <u>7.14.1</u> The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
  - <u>7.14.2</u> The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
  - <u>7.14.3</u> 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;
  - <u>7.14.5</u> 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;
  - <u>7.14.7</u> 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.

- <u>7.16</u> 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.
- <u>7.17</u> 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

<u>8.1</u> 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.]

- <u>8.3</u> 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.
- <u>8.4</u> 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.
- <u>8.5</u> 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.
- <u>8.9</u> 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.
- <u>8.10</u> 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

- <u>8.11</u> 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 (<a href="https://www.njpacoop.org">www.njpacoop.org</a>).
- <u>8.12</u> 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

<u>8.13</u> 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.

<u>8.22</u> 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

<u>8.23</u> 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

- <u>8.25</u> 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;
  - <u>8.25.7</u> 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

<u>8.27</u> 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

Please answer the questions below	using the Microsoft Word® version of this document. This allows	NJPA evaluators to
Name:	E-Mail address:	
Please identify the person NJPA sho	uld correspond with from now through the Award process:	
Proposer Name:	Questionnaire completed by:	

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

- 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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:		
	Signature:	Date:

# Form B



## **PROPOSER INFORMATION**

Company Name:		<u> </u>
Address:		<u>-</u>
		_
Phone:	Fax:	_
Toll-Free Number:	E-mail:	
Website Address:		
	COMPANY PERSONNEL CONTACTS	
Authorized signer for your organiza	<u>tion</u>	
Name:		_
Email:	Phone:	······
of the Proposer.  Who prepared your RFP response?		
Name:	Title:	
	Phone:	
Who is your company's primary con	ntact person for this proposal?	
Name:	Title:	
Email:	Phone:	<del></del>
Other important contact informatio	<u>n</u>	
Name:	Title:	
Email:		<del></del>
Name:	Title:	
Email:	Phone:	

# Form C

# $\frac{\text{EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,}}{\text{AND SOLUTIONS REQUEST}}$



ection/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
P.S.		2.000	
oser's Signatu	re:		Date:
NJPA's cla	rification on exceptions listed abov	7 <b>e:</b>	
			- 1917年 - 1918年 - 19

## Contract Award RFP #122017

## **FORM D**



## Formal Offering of Proposal

(To be completed only by the Proposer)

# SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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.

Date:	
State:	Zip:
	<u> </u>
Title:	
	(Name printed or typed)
	State: Title:

## Form E



## Contract Acceptance and Award

# (To be completed only by NJPA)

NJPA <u>#12201</u>	7	
	Proposer's full legal name	<u>e</u>
defined products and services conta		ded Proposer, you are now bound to provide the ag to all terms, conditions, and pricing set forth in ccepted by NJPA.
The effective start date of the C	Contract will be	, 20 and continue untilm the expiration date of the currently awarded ntract may be extended for a fifth year at NJPA's
National Joint Powers Allianc		
NJPA Authorized signature:	NJPA Executive Director	(Name printed or typed)
Awarded this day of	, 20	NJPA Contract Number #122017
NJPA Authorized signature:	NJPA Board Member	(Name printed or typed)
		NJPA Contract Number #122017
Vendor Name	Contract award, including all accepted ex	
Title:		(Name printed or typed)
Executed this day		NJPA Contract Number #122017

## 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 hand conditions specified above.	ne or she has read, unde	derstands, and agrees to comply with the te	rms
Company Name:	<del>-</del>		
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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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.
	<ul> <li>b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.</li> </ul>
	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 <u>NOT</u> 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.)
Ind	ustry-Specific Questions
19)	Describe the top three market differentiators of your products/services relative to the industry.
20)	Identify how your products, services and supplies address the scope of this RFP.
Sig	nature: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	х
	Form E. Contract Acceptance and Award		х
	Form F: Proposers Assurance of Compliance	x	х
	Form P: Proposer Questionnaire with all		
	questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	х
	Copy of all RFP Addendums issued by NJPA	x	х
	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	CHANC	GES THAT APPLY:
AWARDED VENDOR NAME:			Adding Products/Services vices
			Deleting Products/Services
			Price Increase
NJPA CONTRACT NUMBER:			Price Decrease

# 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

	tement of the pricing, including all new and existing prod to the Vendor's Contract Administrator.	ucts and services is attached
☐ Yes	□ No	
Section 5. Signatures		
Vendor Authorized Sig	gnature	Date
Print Name and Title of	f Authorized Signer	
Jeremy Schwartz, NJPA	A 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

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Section   Sect	University of Hawaii Research Corporation	Bonneville County	Eurry County		Five County Association of Governments	
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Marie Carlos   Carl	Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
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	Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
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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 Isle of Palms	City of Hyde Park	City of Covington
City of Dubois			City of Johnsonville City of Lake City	City of Hyrum City of Nins	City of Davesport
City of Fagle City of Eden			City of Lancaster	City of Kamas	City of Deer Park
City of Elk River			City of Landrum	City of Kanab	City of Des Moines
City of Emmett		r 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 Duvall
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City of Filer		of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth City of Franklin			City of Marion City of Mauldin	City of Lewiston City of Lindon	City of Edmonds City of Electric City
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City of Hansen			City of Spartanburg	City of Monticello	City of George
City of Harrison City of Hayden			City of Sumter City of Tega Cay	City of Morgan City of Moroni	City of Gig Harbor City of Gold Bar
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City of Kimberly		of Idanha	Town of Brackville	City of Perry	City of Kittitas
City of Kooskia		of Imbler	Town of Blenheim	City of Plain City	City of La Center
City of Kuna			Fown of Bluffton	City of Pleasant Grove	City of Lacey
City of Lapwai			Town of Blythewood	City of Pleasant View	City of Lake Forest Park
City of Lava Hot Spo City of Lewiston	ings City		fown of Bowman Fown of Branchville	City of Price City of Providence	City of Lake Stevens
City of Mackay			lown of branchine	City of Provo	City of Lakewood City of Langley
City of Malad City			Town of Brunson	City of Richfield	City of Lesvenworth
City of Marsing			Fown of Calhoun Fa'ls	City of Richmond	City of Liberty Lake
City of McCall			Town of Cameron	City of River Heights	City of Long Beach
City of McCammon			Town of Campobello	City of Riverdale	City of Longview
City of Melba	City		Town of Central	City of Riverton	City of Lynden
City of Menan City of Meridian	City		fown of Chapin fown of Cheraw	City of Roosevelt	City of Lynnwood City of Mabton
City of Middleton	City	of La Grande	Town of Chesterfield	City of Roy City of Salem	City of Mapre Valley
City of Midyale			lown of Clia	City of Salina	City of Marysville
City of Mascow			fown of Clover	City of Salt Lake City	City of Mattewa
City of Mountain He			fown of Cottageville	City of Sandy	City of McCleary
City of Mullan			fown of Cownerd	City of Santa Clara	City of Medical Lake
City of Murtaugh City of Nampa			fown of Cowpens fown of Denmark	City of Santaquin City of Saratoga Springs	City of Medina City of Mercer Island
City of New Meado			own of Donalds	City of Smithfield City	City of Mesa
City of New Plymou	th City	of Lostine T	own of Due West	City of South Jordan	City of Mill Creek
City of Newdale	City	of Lawell 1	own of Duncan	City of South Ogden	City of Milton
City of Nezperce			own of Eastover	City of South Salt Lake City	City of Monroe
City of Notes			own of Edgefield	City of South Weber	City of Montesano
City of Grafina City of Osburn			own of Edisto Beach		City of Morton City of Moses Lake
City of Parker			own of Fain	City of Spring City City of Springville	City of Mossyrock
City of Parma			own of Elloree	City of St. George	City of Mountlake Terrace
City of Paul	City	of Medford T	own of Estil	City of Sunnyside	City of Moxee
City of Payette			own of Eutawville	City of Sunset	City of Mt. Vernon
City of Pierce	City	of Mill City T	own of Fairfax		City of Mukilteo
City of Pinehurst	City	of Millersburg T	own of Ft. Mill		City of Napavine
City of Plummer City of Pocatello			own of Furman own of Gaston		City of Newcastle City of Newport
City of Pocatello					City of Newport City of Nooksacx
City of Post Falls	City		own of Gilbert	City of Tropic	City of Normandy Park
City of Pottatch	City	of Monroe T	own of Govan	City of Uintah	City of North Bend
City of Preston	City	of Monument T	own of Gray Court	City of Vernal	City of North Bonneville
City of Priest River			own of Great Falls		City of Oak Harbor
City of Rathdrum	City	of Mosier T			City of Oakville
City of Reubens City of Rexburg					City of Ocean Shores City of Okanogan
City of Recourg					City of Okanogan City of Olympia
City of Rigby					City of Omak
City of Riggins	City	of Nehalem T	own of Hilda	City of West Haven City	City of Croville
City of Rirle	City	of Newberg T	own of Hilton Head Island	City of West Jordan	City of Orting
City of Roberts	City	of Newport T	own of Hodges	City of West Point	City of Othelio

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ldzho 0	regon Sc	uth Carolina	Ulah Y	fashington
City of Rockland	City of North Bend	Town of Hally Hill	City of West Yalley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irma	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pameray
City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City City of Paisley	Town of Jamestown Town of Jefferson	Town of Amalga Town of Annabelia	City of Port Townsend City of Poulsbo
City of Spirit Lake	City of Paisley City of Pendleton	Town of Jetterson Town of Jenkinsville	Fown of Antimony	City of Prosser
City of St. Anthony City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Janesville	Town of Ballard	City of Puvalium
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of take View	Town of Boulder	City of Redmand
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
City of Tetonia	City of Prineville	Town of Lane	Yown of Bryce Canyon City	City of Republic
City of Troy	City of Rainter	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzville
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island City of Roslyn
City of Wallace	City of Riddle City of Rockaway Beach	Town of Lockhart Town of Lyman	Town of Central Valley Town of Circleville	City of Roy
City of Weippe City of Weiser	City of Rocksway besch	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wende'i	City of Roseburg	Town of Mayerville	Town of Clawson	City of Sammarnish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Scattle
City of Wilder	City of Sandy	fown of McColl	Town of Daniel	City of Sedro-Woolley
City of Wanchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Setah
Righer Education	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Milts	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shareline
College of Western Idaho	City of Seneca	Town of Necses	Town of Elwaod	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Elenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols Town of Nicety Six	Town of Fairfield Town of Francis	City of Soap Lake City of South Bend
tdaho State University Lewis-Clark State College	City of Sherwood City of Siletz	Town of Norris	Town of Garden City	City of Spokane
Korth Idaho College	City of Silverton	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Trave of Korway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Clanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sumner
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinckley Town of Holden	City of Tekoa City of Tenino
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	1000.00	City of Tieton
Bliss Joint School District No. 234  Bonneville Joint School District No. 93	City of Sweet Home	Town of Perry Town of Port Royal	Town of Howeli Town of Huntsville	City of Foledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dailes	Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanash	City of Turnwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koosharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Waltsburg
Castleford Joint School District No. 417	City of Ukiah	Town of Salem Town of Salley	Town of Manila Town of Mantua	City of Walta Walta City of Wagato
Challis Joint School District No. 181 Clark County School District No. 161	City of Umatilla City of Union	Town of Saluda	Town of Marysvale	City of Warden
Copur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Seilers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
Emmett Independent School District No. 221	City of Wailowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	City of Woodland
Fremont County School District No. 215	City of West Linn	Town of South Congaree Town of Springdale	Town of Portage Utah Town of Randolph	City of Yakima/Yakima County City of Yelm
Fruitland School District No. 373 Garden Valley School District	City of Westfir City of Weston	Town of St. George	Town of Redmond	City of Zillah
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Williamina	Town of Stuckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Almira
Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Vilage	Town of Summerville	Town of Scofield	Town of Bucoda
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Carbonado
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Cathlamet
Homedale School District No. 370	City of Yamhill	Town of Swansea	Town of Stockton	Town of Clyde Hill
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Toquerville	Town of Colton Town of Conconvily
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton Town of Turbeville	Town of Torrey Town of Trenton	Town of Conconully Town of Concrete
Independent School District of Boise City Jefferson County School District No. 251	Town of Butte Falls Town of Canyon City	Town of Ulmer	Town of Trapic	Town of Coulee City
Jerome Joint School District No. 251	Town of Lakeview	Town of Varnville	Town of Uintah	Town of Coulee Dam
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville
	igher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Estanville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Uintah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott

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Lake Pend Oreitle School District No. 84		outh Carolina		ashington
	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnsboro	Davis Applied Technology College	Town of Farmington
Lanwai School District No. 341	Klamath Community College District	Town of Yemacsee	Dixie Applied Technology College	Town of Friday Harbor
			Discrepance recommonly continger	Town of Garfield
Lewiston Independent School District No. 1	Lane Community College H	Igher Education	Dixie State University	
Mackay School District No. 182	Linn-Benton Community College	Aiken Technical College	Mountainland Applied Technology Corlege	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Developme	Gemson University	Snow College	Town of Kunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tonele Applied Technology College	Town of ione
Melba School District No. 136	Oregon State University	Denmark Technical College	Uinteh Basin Applied Technology College	Town of La Conner
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midwale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
Mascow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Maiden
Mullan School District 392	Southern Oregon University	Midlands Technical College	ducation (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School Oistrict	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Cache County School District	Town of Naches
	If cature valley community college			
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Daggett School District	Town of Odessa
	CONTRACTOR AND CONTRA	The Cheeks!	Paris Pakaal Pilatelas	
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 7J	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 43	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
	Annex School District 29	University of South Carolina. Aiken		
Pocatello-Chubbuck School District No. 25			Garfield County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arack School District No. 81	Williamsburg Technical College	Granute School District	Town of Ruston
Presson Joint School District No. 201	Ashrand School District No. 5	VAnthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C Ed	fucation (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29RJ	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. SJ	Alken County Public Schools	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Cem	Morgan School District	Town of Stellacoom
Shorbone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twico
	Bend-La Pine Public Schools	Anderson School District No. 2		
Snake River School District			Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washtucna
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blackly School District 90	Anderson School District No. 5	North Sangete School District	Town of Waverly
	Brookines Harbor School District	Bamberg School District No. 1	North Summit School District	
Sugar-Salern Joint District No. 322				Town of Wilbur
Swan Valley Elementary School District No. 33	Carnas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
	Cascade School District No. 5	Beaufort County School District		Town of Winthrop
Teton County School District No. 401			Piute County School District	
Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Prova City School District	Town of Woodway
Three Creek Joint School District No. 416 Tray School District No. 287				
Three Creek Joint School District No. 416 Tray School District No. 287	Centennial School District No. 28J Central Curry School District No. 1	Berkeley County School District Blackville-Hilda Public Schools	Prova City School District Rich County School District	Town of Woodway Town of Yacolt
Three Creek Joint School District No. 416 Tray School District No. 287 Twin Falis School District No. 411	Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District	Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District	Provo City School District Rich County School District Rich School District	Town of Woodway Town of Yacolt Town of Yarrow Point
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Fall's School District No. 411 Valley School District No. 262	Centennial School District No. 28J Central Curry School District No. 1 Central Luns School District Central Point School District No. 6	Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District	Prova City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Off Hij	Town of Woodway Town of Yacolt Town of Yarrow Point ther Education
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Valliwas School District No. 139	Centennial School District No. 28J Central Carry School District No. 1 Central Ilm School District Central Point School District No. 6 Central Point School District No. 133	Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District	Provo City Schood District Rich County Schood District Rich Schood District Rural Utah Child Development Head Start Program School District Off <u>Hi</u> Salt Luke City School District	Town of Viscolut Discolution Salest Technical College
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Fall's School District No. 411 Valley School District No. 262	Centennial School District No. 28J Central Curry School District No. 1 Central Luns School District Central Point School District No. 6	Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District	Prova City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Off Hij	Town of Woodway Town of Yacolt Town of Yarrow Point ther Education
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallieus School District No. 139 Vision Charter School District No. 443	Centennial School District No. 28J Central Curry School District No. 1 Central Lim School District Central Washington District Central Point School District, No. 6 Central School District No. 13J Clackamas Education Service District Lickamas Education Service District Central School District No. 13J	Berkeley Counky School District Bladwille-Hida Public Schools Calhoun Counky School District Charleston Counky School District Cheroloce Counky School District Cheroloce Counky School District Cheroloce Counky School District Chetter Counky School District	Provo City School District Rich County School District Rich School District Rural Urah Chil'd Development Head Start Program School District Off, Hill Salt Like City School District	Town of Vacodway Town of Vacol Town of Various
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falts School District No. 411 Valley School District No. 267 Valley School District No. 187 Valley School District No. 189 Vision Charter School District No. 393 Walkes School District No. 393	Centernial School District No. 28. Central Carry School District No. 1 Central Linn School District No. 1 Central Linn School District No. 6 Central School Sixter No. 13 Clackamas Education Service District Clackamas Education Service District Clackamas Education Service District Clackamas Education Service District No. 61	Berhaley County School District  Blackville Hilds bulks Schools  Calhoun County School District  Charleston County School District  Cherokee County School District  Chester County School District	Provo City School District Rich Scuny School District Rich School District Rural Usin Chit Development Head Start Program School District Off Hill Salt Lise City School District San Nun School District San Nun School District Servier School District	Town of Woodway Town of Yarot Town of Yarot Her Siducation Basta Technical Codlege Belleuve Community College Belleuve Community College
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 427 Valley School District No. 139 Vision Charter School District No. 339 Vision Charter School District No. 333 Waiter School District No. 333 Waiter School District No. 341	Centernial School District No. 28L Central Curry School District No. 1 Central Ium School District No. 1 Central Ium School District No. 6 Central School District No. 6 Central School District No. 13 Calciams School District No. 134 Calciams School District No. 134 Calciams School District No. 61 Colton School District No. 61 Colton School District No. 63	Berkeley County School District Backville-Hidea Public Schools Calhoun County School District Charleston County School District Cherckee County School District Cherckee County School District Chester County School District Chesterfield County School District Chesterfield County School District Clerendon County School District Cl	Provo City School District Rich County School District Rich School District Salt take City School District Salt take City School District Servier School District Servier School District South Sampets School District	Town of Woodway Town of Yastor Bette Statistion Batta Technical College Belleuws Commanyl Collega Bellingham Technical College Bell Begtam Technical College
Three Creek Joint School District No. 416 Troy School District No. 237 Twin Falls School District No. 411 Valley School District No. 251 Valleus School District No. 259 Vision Charter School District No. 339 Weiser School District No. 333 Weiser School District No. 431 Wendell School District No. 431 Wendell School District No. 232	Centernal School District No. 28. Central Curry School District No. 1 Central Linn School District No. 1 Central Linn School District No. 6 Central School District No. 6 Central School District No. 13 Clackamas Education Service District Clackamas Education School District No. 61 Cotion School District No. 53 Cotion School District No. 53 Columbia George Education Service District Columbia George Education Service District	Berkeley County School District Stackville-Hilds a bulls Cénode Calhoun County School District Charleston County School District Charleston County School District Chester County School District Chester County School District Chester Gounty School District Chester Gounty School District Clarendon County School District Clarendon County School District No. 1 Clarendon County School District No. 2	Provo City School District Rich School District San Juan School District San Juan School District South Sanget School District South Sanget School District South Sanget School District	Town of Woodowly Town of Yarot Town of Yarot Beat Town of Yarot Beat Town of Yarot Beat Town of Yarot Beat Town of Yarot Bellows Community Colege Bellows Community Colege By Bend Community Colege Sy Bend Community Colege
Three Creek Joint School District No. 416 Troy School District No. 237 Twin Falls School District No. 411 Valley School District No. 251 Valleus School District No. 259 Vision Charter School District No. 339 Weiser School District No. 333 Weiser School District No. 431 Wendell School District No. 431 Wendell School District No. 232	Centernal School District No. 28. Central Curry School District No. 1 Central Linn School District No. 1 Central Linn School District No. 6 Central School District No. 6 Central School District No. 13 Clackamas Education Service District Clackamas Education School District No. 61 Cotion School District No. 53 Cotion School District No. 53 Columbia George Education Service District Columbia George Education Service District	Berkeley County School District Stackville-Hilds a bulls Cénode Calhoun County School District Charleston County School District Charleston County School District Chester County School District Chester County School District Chester Gounty School District Chester Gounty School District Clarendon County School District Clarendon County School District No. 1 Clarendon County School District No. 2	Provo City School District Rich School District San Juan School District San Juan School District South Sanget School District South Sanget School District South Sanget School District	Town of Woodowly Town of Yarot Town of Yarot Beat Town of Yarot Beat Town of Yarot Beat Town of Yarot Beat Town of Yarot Bellows Community Colege Bellows Community Colege By Bend Community Colege Sy Bend Community Colege
Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 427 Valley School District No. 139 Vision Charter School District No. 339 Vision Charter School District No. 333 Waiter School District No. 333 Waiter School District No. 341	Centernial School District No. 28L Central Curry School District No. 1 Central Ium School District No. 1 Central Ium School District No. 6 Central School District No. 6 Central School District No. 13 Calciams School District No. 134 Calciams School District No. 134 Calciams School District No. 61 Colton School District No. 61 Colton School District No. 63	Berkeley County School District Backville-Hidea Public Schools Calhoun County School District Charleston County School District Cherckee County School District Cherckee County School District Chester County School District Chesterfield County School District Chesterfield County School District Clerendon County School District Cl	Provo City School District Rich County School District Rich School District Salt take City School District Salt take City School District Servier School District Servier School District South Sampets School District	Town of Woodway Town of Yastor Bette Statistion Batta Technical College Belleuws Commanyl Collega Bellingham Technical College Bell Begtam Technical College
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South Carolina

Grant School District No. 3 Lexington County School District No. 2 Davis Community Housing Authority Cascade Bural Fire District Education (K-12) een School District No. S Grants Pass School District No. 7 Lexington County School District No. 3 Castleford Rural Fire District Central Fire District Greater Albany Public School District & Lexington County School District No. 4 Davis-Salt Lake Aerial Spray Authority Adna School District No. 226 Central Orchards Sewer District Almira School District No. 17 Gresham-Barlow School District Lexington-Richland Counties School District No. 5 Anacortes School District No. 103 Central Shoshone County Water District Harney County School District No. 3 Marion County School District Duchesne County Water Conservancy District Clark County District Library Harney Education Service District Marion County School District No. 7 Emery County Housing Authority Arlington Public Schools Asotin-Anatone School Distric Clarkta Free Library Distric Harper School District No. 66 Mariboro County School District **Emery County Municipal Building Authority** Harrisburg School District No. 7 Auburn School District No. 408 McCormick County School District Emery County Special Service District No. 1 Clarkia Highway District Clearwater Free Library Oistrict Holly School District No. 1-8 Nawherns County School District Emery Water Conservancy District Bainbridge Island School District No. 303 Oconee County School District Battle Ground School District No. 119 Hermiston School District Emigration Improvement District Clearwater Highway District Cleanwater Soil and Water Co Righ Desert Education Service District Orangeburg Consolidated School District Four Fruitland Special Service District Bellevue Christian School District Orangeburg County Consolidated School District No. 3 Garden City Fire District Hillsbore School District No. 1J Clearwater Water District Orangehure County Consolidated School District No. 5. Bellingham School District No. 501 Consolidated Free Library District Hood River County School District Grand County Housing Authority Benge School District No. 122 Cottonwood Highway District Huntington School District No. 161 Pickens County School District Granger-Hunter Improvemen Custer Soil and Water Conservation District Imbler School District No. 11 Richland County School District No. 1 Heber Valley Special Service District Bethel School District No. 403 Richland County School District No. 2 **Bickleton School Distric** Dietrich Fire District Dietrich Highway District tone School District R7 Rack Hill School District No. 3 lensen Water Improvement District Blaine School District No. \$03 Boistfort School District No. 234 Jackson County School District No. 9 Saluda School District No. 1 Doumecq Highway District Downey Swan Lake Highway District Jackson Education Service District South Carolina Public Charter School District Jordan Valley Water Conservancy District Bremerton School District lefferson County School District No. 509-J Brewster School District No. 111 Dry Creek Cemetery Maintenance District Spartanburg County School District No. 1 Eagle Fire Protection District Jefferson School District Spartanburg County School District No. 2 Juab Special Service Fire District Bridgeport School District No. 75 Spartanburg County School District No. 3 Kane County Water Conservancy District Eagle Sewer District Jewell School District No. 8 East Bonner County Free Library District John Day School District No. 3 Spartanburg County School District No. 4 Kearns Improvement District Burlington-Edison School District No. 100 Carnas School District Jordan Valley School District No. 3 Spartanburg County School District No. 5 East Bonner County Library District East Greenacres Irrigation District Eastern Idaho Public Health District Cape Flattery School District No. 401 Joseph School District No. 6 Spartanburg County School District No. 6 Logan-Cache Airport Authority Junction City School District No. 69 Spartanburg County School District No. 7 Maeser Water and Sewer Imp Capital Region Educational Service District No. 113 Eastern Mahn Regional Wastewater Authorit Klamath County School District Sumter School District Magna Mosquito Abatement District Carbonado Historical School District No. 19 Magna Water District Cascade Christian Schools Elk River Free Library District Klamath Falls City Schools Sumter School District No. 17 Knappa School District Metropolitan Water District of Salt Lake and Sandy Cascade School District No. 228 Fimore Soil and Water Conservation District Sumter School District No. 2 Union County School District Cashmere School District No. 222 La Grande School District No. 1 Midvalley Improvement District Fenn Highway District Ferdinand Highway District Lake County School District No. 7 Ware Shoals School District No. 51 Mirway Sanitation District Castle Rock School District No. 401 Central Kitsap School District No. 401 Fish Haven Mosquito Abatement District Lake Ed Service District Williamsburg County Schools Milford Area Healthcare Service District Fremont County District Library Lake Oswego School District No. 73 Williston School District No. 29 Moah Mosquito Abatement District Central Valley School District No. 356 akeview School District No. 7 York School District No. 1 Mosb Valley Fire Protection District Centralia School District No. 401 Friedman Memorial Airport Authority Garden Valley District Library Lane Education Service District Special Olerates Mountain Green Sewer Improvement District Chehalis School District No. 302 Abbeyi'le Housing Authority Mountain Regional Water Special Service District Cheney School District No. 36 Garden Valley Fire Protection District Lebanon Community School District No. 5 Garden Valley Recreation District Henceln County School District Alken Housing Authority Mountain View Special Service District Chewelsh School District No. 36 Anderson Housing Authority Chief Leschi School System **Gateway Fire Protection District** Linn-Benton-Lincoln Education Se Mt. 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76 South Summit Fire Protection District Fatomeille School District No. 404 South Utah Valley Solid Waste Dist Kootenai County Water District No. 1 Ontario School District No. 8C Edmonds School District No. 15 Donalds-Due West Water and Sewer Authority regon City School District No. 62 South Valley Sewer District Educational Service District No. 112 **Dorchester County Sales Tax Transportation Authorit** Ellensburg School District No. 401 Oregon Trail School District No. 46 Southeastern Utah Housing Authority Kootenai-Shoshone Soil and Water Con Kuna Library District Paisley School District No. 11 **Dorchester County Water Authority** Spanish Valley Water and Sewer Imp Elma School District No. 68 Endicott School District No. 308 Laclede Water District Parkrose School District No. 3 **Duncan Chapel Fire District** St. George Housing Authority Pendleton School District No. 16 Stansbury Park Improvement District Lakes Highway District Easley Housing Authorit Entiat School District No. 127 Enumclaw School District No. 216 Latah County Library District Perrydale School District No. 211 Easley-Central Water District Strawberry Electric Service District Sugar House Park Author Latah Soil and Water Conservation Philomath School District No. 17 East Richland County Public Service District Enheata School District No. 165 Tabby Valley Park Special Service District Lemhi Soil and Water Conservation District Phpenix-Talent School District Edgefield County Water and Sewer Authority Evaline School District No. 36 Lewiston Orchards Irrigation District Pilot Rock School District No. 2 Florence Housing Authori Everett School District No. 2 Thompson Special Service District Evergreen School District No. 114, Clark County Lewiston-Nez Perce County Regional Airport Authorit-Pine Eagle School District No. 61 Fort Mill Housing Authorit Fripp Island Public Service District Evergreen School District No. 205 Timpanogos Special Service District Federal Way Public Schools Little Blacktall Ranch Water District Pleasant Hill School District **Gaffney Housing Authority** Tooele County Housing Authority Little Wood River Library District Plush School District 18 Tooele County Recreation Special Service District erndale School District No. S02 **Lizard Butte Library District** Port Orford-Langiois School District No. 2CI Georgetown County Water and Sewer District Tridell-Lapoint Water Improvement District Fife School District No. 417 Portland Public School District No. 1 Georgetown Housing Authority Ulntah Animal Control and Shelter Special Service Finley School District Franklin Pierce School District No. 402 Lost River Highway District Gilbert-Summit Rural Water District Ulntah County Municipal Building Authority M&T Water and Sewer District Powers School District No. 31 Prairie City School District No. 4 Mackay Free Library District Grand Strand Water and Sewer Authority Mintah fire Suppression Special Service Distric Freeman School District No. 358 Prospect School District Uintah Health Care Special Service District Garfield School District No. 302 Madison Library District Greenville Arena District Sienwood School Distr Rainier School District No. 13 Greenville County Recreation District Uintah Kighlands Water and Sewer Impr Marsing Rural Fire District Goldendale School District McCa'l Fire Protection District Redmond School District No. 21 Greenville County Redevelopment Authority Uintah Mosquito Abatement District Reedsport School District No. 105 Greenville Housing Authority Uintah Recreation Olstrict Grand Cordee Dam School Distric McCatl Memorial Hospital District UIntah Transportation Special Service District Grandview School District No. 200 Meridian Cemetery Maintenance District Region 9 Education Service District Greenville Transit Authority eynolds School District No. 7 Mintah Water Conservano Granger School District No. 204 Meridian Library District Granite Falls School District No. 332 Meridian Rural Fire Protection Distric Riddle School District No. 70 Greer Housing Authority Unified fire Authority

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South Carolina Granedew School Olstrict No. 54

Idaho
Mica Kidd Island Fire Protection District Riverdale School District No. 51J Hartsville Housing Authority Hilton Head No. 1 Public Service District Utah County Housing Authority Great Northern School District **Utah Paiute Housing Authority** Middleton Rural Fire District Rogue River School District No. 35 Green Mountain School District No. 103 Griffin School District No. 324 Midvale Fire Protection District Roseburg Public Schools Hally Springs Fire-Rescue District heath Tenneit Auch Homeland Park Water and Sewer District Utah Valley Dispatch Special Minidoka County Fire Protection District Salem-Keizer Public School District No. 24J Santlam Canyon School District No. 129J James Island Public Service District Wasatch County Fire District Harrington Public Schools Minidoka County Highway District Wasatch Front Waste and Recycling District Highland School District No. 203 Moreland Water and Sewer District Santiam Christian Schools Kingstree Housing Authority Lady's Island-St. Helena Fire Destruc Mountain Home Highway District Scappoose School District No. 13 Wasatch Integrated Waste Management District Highline School District No. 401 Washington County Water Conservancy District Hockinson School District Mountain Rides Transportation Authorit Scio School District No. 95C Lake City Housing Authority Seaside School District Lancaster County Water and Sewer District Waste Management Service District No. 5 Hood Canal School District No. 404 Nampa and Meridian Irrigation District Hoguiam School District No. 28 Nampa Highway District No. 1 Sheridan School District No. 481 Lancaster Housing Authority Weber Basin Water Conservancy District Lancaster Soil and Water Cons Weber Fire District Nampa Housing Authority Sherman County School District Inchelium School District No. 70 New Plymouth Fire District Sherwood School District No. 88. Laurens Housing Authority Weber Mosquito Abatement District Issaguah School District No. 411 Silver Falls School District No. 4J Lexington County Health Services District, Inc. Weber-Roy Firler Consequation District Kahlatus School District No. 56 North Bingham County District Library Liberty-Chesnee-Fingerville Water District ille-Mendon Conservancy Distric Kalama School District No. 402 North Custer Hotoital District Sisters School District No. 6 Local Housing Authority Lowcountry Regional Trans North Kootenal Water and Sewer Distric Studiew School District No. 971 White City Water Impro Keller School District No. 3 South Coast Education Service District, Regran No. 7 Kelsa School District No. 458 Woodruff Fire District North Lake Recreational Sewer and Water District South Lane School District No. 4513 North Latah County Highway District Lugoff-Elgin Water Authority Kennewick School District No. 17 State Of Utah Kent School District No. 415 South Umpaus School District No. 19 Northern Lakes Fire District Marion Housing Authority South Wasen County School District No. 1 Mariboro County Housing Authority Utah Department of Administrative Services Kettle Falls School District No. 212 Northside Fire District Utah Department of Health Kiona-Benton City School District No. 52 McColl Housing Authority Notus-Parma Highway District No. 2 Southern Oregon Education Service District Spray School District No. 1 Medical University Hospital Authority Utah State Legislature Kittitas School District Springfield School District No. 19 Klickitat School District No. 402 Metropolitan Sewer Sub-District Utah State Treasurer Oakley Library District Ole District Library Helens School District No. 502 Mitford Water and Sewer District La Center School District II Confederated Tribes of the Goshute Reservation Mullins Housing Authority La Conner School District No. 311 Oneida County Fire District St. Paul School District No. 45 Oregon Trail Recreation District Stanfield School District No. 61 Murrally Intal-Garden City Fire District Kanosh Sand of the Paiute Indian Tribe of Utah LaCrorse School District narem Band of the Palute Indian Tribe Myrtle Beach Air Force Base Red Lake Chelan School District No. 129 Outlot Ray Water and Sewer District Sutherlin School District No. 130 Panhandle Health District Sweet Home School District No. 55 Myrtle Beach Housing Authority Morthwestern Rand of Shoshone Nation Lake Oninault School District No. 97 Three Rivers School District estern Band of the Sho Newberry County Water and Sewer Lake Stevens School District No. 4 Parma Rural Fire Protection District Tigard-Tualatin School District No. 23J Pine Ridge Water and Sewer Distric Newhern Housing Authority Painte Indian Tribe of Litab Lake Washington School District No. 414 Tillamook School District No. 9 North Charleston Housing Authority Skull Valley Band of Goshute Indians Lakewood School District No. 306 Pinehurst Water District Likiah School District 90 R North Charleston Sewer District tite Indian Tribe Lamont School District Pioneer Irrigation District Liberty School District No. 362 Placerville Fire Protection District Umatilla School District No. 6 North Greenville Fire District Pocatello Housing Authority Lind School District Union School District 5 Oconee County Joint Regional Sev Parker Sewer and Fire Subdistrict Longview School District No. 122 Pocatello-Chubbuck Auditorium District Vale School District No. 84 Portneuf District Library Vernonia School District No. 47J Patriots Point Development Authority Loop Lake School District No. 183 Lopez Island School District No. 144 Pee Dee Regional Airport District Post Falls Highway District Wallowa School District No. 12 Warrenton-Hammond School District No. 30 Pee Dee Regional Transportation Aut Lyle School District No- 406 Piedmont Public Service District West Linn-Wilsonville School District Lynden School District No. 504 Prairie Highway District Willamette Education Service District Prairie-River Library District Pioneer Bural Water District Mahton School District No. 120 Willamina School District No. 30J Powdersville Water District Mansfield School District No. 207 Progressive tragation District Winston-Dillard School District No. 116 Richland-Lexinston Airport Distric Manson School District Mary M. Knight School District Rapid River Water and Sewer District Woodburn School District No. 103 Richland-Lexington Riverbanks Park District Mary Walker School District No. 207 Marysville School District No. 25 Richfield District Library Vambill-Carlton School District No. 1 Rock Hill Housing Authority Yoncalla School District No. 32 Saluda County Water and Sewo Riverside Independent Water District Rock Creek Fire District Special District Sandy Springs Water District McCleary School District No. 65 Adair Rural Fire Protection District ool District No. 354 Rockfand Rural Fire District Santee Fire Service District Rogerson Water District Amity Fire District
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Raker School District No. 507 Shoshone County Fire Protection D Bay Area Hospital District South Greenville Fire District Mt, Vernon School District No. 320 Shoshone Highway District No. 2 South Bannock Library District Rend Parks and Recreation Distric South Island Public Service District Mukilteo School District No. 6 Beverly Beach Water District Southside Rural Community Water District Naches Valley School District No. 3 South Bingham Soil Conservation District South Boundary Fire Protection District Black Butte Ranch Rural Fire Protection District Spartanhers Housing Authority Nanavine School District No. 14 Spartanburg Regional Health Services District Naselle-Grays River Valley School District No.165 Blue Mountain Hospital District South Custer Fire District South Fork Coeur d'Alene River Sewer District Rive River Water District St. Andrews Public Service District South Carolina Nespelem School District No. 14 St. John's Fire District Newport School District No. 56-415 **Boardman Park and Recreation District** South Latah Highway District Southside Water and Sewer District andman Bural Elea Protection District Starr, by Water and Sower District Nine Mile Falls School District No. 325/179 Boring Water District No. 24 Nooksack Valley School District No. 506 Southwestern Idaho Cooperative Hou Sumter Housing Authority Talatha Rural Community Water St. Maries Fire Protection District Boulder Creek Retreat Special Road District North Beach School District No. 64 North Franklin School District No. 51 Star Joint Fire District nsville Rural Fire District Star Sewer and Water District Buell-Red Prairie Water Distric Taylors fire and Sower District North Kitsan School District No. 400 North Mason School District Bunker Hill Sanitary District Sun Valley Water and Sewer District Sunset Heights Water District Burlington Water District Tigenálle Fire District North Thurston Public Schools Northport School District No. 211 Tarchee Regional Public Transit Authority Camelia Park Sanitary District Tri-County Solid Waste Au Targhee Regional Public Transportation n Beach Rural Fire Protection District Union Housing Authority Northshore School District No. 417 Central Lincoln People's Utility District Valley Public Service Authority Oak Harbor School District No. 201 Teton County Fire Protection District Three Creek Highway District Central Oregon Irrigation District Waccamaw Regional Transportation Authority Oakesdale School District No. 324 Central Oregon Park and Recreation Wedgefield Stateburg Water Distric Three Mile Water District Timberlake Fire Protection District Central Oregon Regional Housing Authority West Anderson Water District Ocean Beach School District No. 101 Westview-Fairforest Fire District Ocosta School District No. 172 Charleston Fire District Twin Falls Highway District Twin Falls Housing Authority Charleston Sanitary District Whitney Fire Protection District Ordessa School District No. 105 Twin Falls Rural Fire Protection District Chehalem Park and Recreation District Wilkamsburg County Transit Authority Twin Ridge Rural Fire District ith Water Public Utility District Williamsburg County Water and Sewer Authorit Olympia School District No. 111 Chiloquin-Agency Lake Rural Fire Protection District Woodruff Housing Authority Olympic Educational Service District Union Independent Highway District Upper Fords Creek Rural Fire District Christmas Valley Domestic Water Supply District Woodruff-Roebuck Water District Omak School District No. 19 Onalaska School District No. 300 Christmas Valley Park and Recreation District York County Natural Gas Authority Warm Lake Recreational Water Distric Wendell Highway District Clarkamas County Fire District No. 1 State
Santee-Lynches Regional Council of Governments Onion Creek School District No. 30 Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District Orcas Island School District No. 137 West Boise Sewer District

South Carolina Department of Health and Environmental Control

South Carolina Department of Mental Health

South Carolina State Budget and Control Board

South Carolina Department of Revenue

South Carolina General Services Divisi

South Carolina Office of Regulatory Staff

South Carolina State Treasurer's Office

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Clatskanie Park and Recreation District

Clatskanie Rural Fire Protection District

Cloverdale Rural Fire Protection District

Classkanie People's Utility District

Cistron Care Center Health District

Clatsop County Housing Authority

Coburg Rural Fire Protection District

West Bonner Library District

West Pend Orelile Fire District

Western Ada Recreation District Western Elmore County Re

Wilder Rural Fire Protection District

Wilder Irrigation District Wilder Public Library District

West Bonner Water and Sewer District

Orchard Prairie School District No. 123

Orient School District No. 65

Oravitle School District No. 410

Orting School District No. 344

Palisades School District No. 102

Palouse School District No. 301

Pasco School District No. 1

Othello School District

Colton Fire District Wilderness Ranch Fire Protection District Colton Water District Winona Highway District Calumbia Corridor Orainana Districte Inint Contraction Columbia Health District Worley Highway District Columbia Improvement District re Idaho Department of Administration Columbia River People's Utility District Idaho Department of Health and Welfare Columbia Soil and Water Conservation District State Of Idaho Cons County Airport District Tribal Coeur d'Alene Tribe Coos County Library Service District Coquille Indian Housing Authority Kootenai Tribe of Idaho Consille Valley Hospital District Corbett Water District Nez Perce Tribal Enterprises Nez Perce Tribe Constills Rural Fire Protection District Cove Rural Fire Protection District Shoshone-Bannock Tribe Crooked River Ranch Rural Fire Protei Crooked River Ranch Special Road District Curry Realth 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
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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 Cons East Umatilla County Health District Fast Valley Water District Echo Rural Fire District Elsie-Vinemaple 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 Distric Gleedale Rural Fire Protection District Goshen Fire District Government Camp Sanitary District Grand Roade Sanitary District Grant County Transportation District Grant Soil and Water Conservation District Grants Pass Irrigation District Green Sanitary District Halsey-Shedd Rural Fire Protection District Harbor Sanitary District Harbor Water Public Utility District Harney District Hospital Harriman Rural Fire Protection District Hazeldell Rural Fire Protection District Hebn Joint Water and Sewer Authority Heceta Water District Hermiston Cemetery District Hermiston Fire and Emergency Services District Rermiston 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** tce Fountain Water District Illinois Valley Rural Fire Protection District tone Rural Fire Protection District Irrigon Community Park and Recrea Jackson County Airport Authority Jackson County Fire District No. 3 Jackson County Fire District No. 5 Jackson County Housing Authority Jackson County Library District
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South Carolina
Township
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Paterson School District No. 50 Pe Ell School District No. 301 Peninsula School District Pipneer School District No. 402 Pomeroy School District No. 110
Port Angeles School District No. 121 Part Townsend School District No. 50 Prescott School District No. 402-37 Pride Prep Schools Prosser School District No. 116 Puget Sound Educational Service Distric Pullman School District No. 267 Puyal'up 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 Rainler 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 Rideefield School District No. 122 Ritzyiile School District Riverside School District Riverview School District No. 407 Rochester School District Roselia School District No. 320 Royal School District San Juan Island School District No. 149 Saturn School District No. 1/14 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 Sanhamish School District No. 201 Snoqualmie Valley School District No. 410 Soan Lake School District No. 156 South Bend School District No. 118 South Kitson School District No. 407 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 Stellacoom 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 Sumner School District No. 320 Sunnyside School District No. 120
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 Thora School District No. 400 Toledo School District No. 237 Tonasket School District Toppenish School District No. 202 Touchet School District No. 300 Toutte Lake School District No. 130 Trout Lake School District No. R-400 Tukwila School District No. 406 Turnwater School District No. 33 Union Gap School District No. 2 University Place School District No. 83 Valley School District Valley School District No. 70 Vashon Island School District No. 402 Wahklakum 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. 145-161 Washington Schools Risk Management Pool Washington State Educational Service District Washougal School District Washturna School Dietrict Welfornit School District West Valley School District No. 208, Yakima County

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Kiamath Country Fire Olstrict No. 1

West Valley School District No. 363, Spokane Country

West Valley School District No. 363, Spokane Country

Klamath County Fire District No. 1 Klamath County Library Ser White Pass School District No. 303 Klamath Housing Authority White River School District No. 416 White Salmon Valley School District No. 405-17 Klamath Irrigation District Klamath Vector Control District Wilber School District No. 200 La Grande Rural Fire Protection District Willapa Valley School District No. 160 La Pine Park and Recreation District Wilson Creek School District Winlock School District No. 232 La Pine Water District Wishkah Valley School District No. 117 Woodland School District No. 404 Lake District Hospital Lake Grove Water Distric Yakima School District No. 7 Lakeside Fire District No. 4 Yelm Community School District No. 2 Zillah School District No. 205 Lane County Fire District No. 1 Lane Library District Special Oistrict Lane Transit District Acme Water District No. 18 Acme Water District No. 18
Adams County Fire Protection District No. 1
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Angel Fire District Beverly Water District Multnomah County Drainage District No. 1 Birch Bay Water and Sewer District Black Diamond Water District Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Bremerton Housing Authority Nesika Beach-Ophir Water District non-Upshur County Airport Authority Burbank Irrigation District No. 4 Neskowin Regional Sanitary Authority Carnhope irrigation District No 7 Nestucca Rural Fire Protection District Cascadia Conservation District Netarts Oceanside Sanitary District Cedar River Water and Sewer District Central Klickitat County Park and Recreation I Central Pierce Fire and Rescue District No. 6 Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority Central Puget Sound Regional Transit Authori Central Valley Ambulance Authority North Clackemas Parks and Recreation District Cheran County Fire District No. 1 Chelan County Fire District No. 3 North County Recreation District North Gilliam Cemetery District Chelan County Fire District No. 5 North Gilliam County Rural Fire Protection Distric Chelan County Fire District No. 6 North Lincoln Fire and Rescue District No. 1 Chelan County Fire District No. 7 North Powder Rural Fire Protection District Chelan County Fire District No. 8 North Sherman County Rural Fire Protection District Chelan County Fire District No. 9 North Unit Irrigation District Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Northeast Orcgon Housing Authority Northern Wasco County Park and Recreation District Onclan County/Went Northern Wasco County People's Utility District Cholan Douglas Health District Northwest Oregon Housing Authority Chinook Water District Nyssa Road Assessment District No. 2 Chuckanut Community Forest Park District Nyssa Rural Fire Protection Di Oak Hill Sanitary District Clallam County Fire District No. 2 Oak Lodge Sanitary District Clallam County Fire District No. 5 Oak Lodge Water District Claffam County Fire District No. 6 Oceanside Water District Clallam County Fire Protection Dist Ochoco West Sanitary District Claffam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Odell Sanitary District Ontario Library District Cialiam County Hospital District No. 1 Cialiam County Housing Authority Oregon Fire Districts As Callam County Parks and Recreation District No. 1 Oregon Infrastructure Finance Authority Clallam County Public Hospital District No. 2 Oregon Water Wonderland Unit II Sanitary District Ciallam County Public Utility District No. 1 Owybee Irrigation District Clark County Fire District No. 10 Pacific City Joint Water Sanitary Authority Clark County Fire District No. 11 Clark County Fire District No. 13 Palatine Hill Water District Clark County Fire District No. 5 Peninsula Drainage District No. 1 Clark County Fire Protection District No. 3 Peninsula Drainage District No. 2 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Pine Grove Rural Fire Protection District Clark Regional Wastewater District Pleasant Hill Rural Fire Protection District Cline Irrigation District

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Coal Greek 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 Covington Water District Cowiche Sewer District Cowlitz County Cemetery District No. 2 Cowillz County Fire District No. 6 Cowiltz County Public Utility District No. Cowlitz Transit Authority Cross Valley Water Distric 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-Okanogan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Devel East Pierce Fire and Rescue District No. 22 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Filensburg Business Development Authority Enterprise Cometery District No. 7 Entiat Irrigation District Everett Housing Authority **Everett Public Facilities District** Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanogan 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 Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hudroelectric 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 Grave 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 Grave Harbor County Water District No. Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authorit 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

Highland Water District

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Willamalane Park and Recreation District

Oregon South Carolina Utah
Williams Rural Fire Protection District Hawan Washington
Highlands Sewer Cristrict
Highline Water District Willow Creek Park District Winchester Bay Sanitary District Historic Seattle Preservation an Holmes Harbor Sewer District Winston-Dillard Water District Hunters Water District Hydro Irrigation District No. 9 Woodburn Rural Fire Protection District Yamhill County Housing Authority Icicle Irrigation District Inchellum Water District Youngs River-Lowis and Clark Water District Irvin Water District No. 6 State
Oregon Department of Administrative Services Island County Fire District No. 3 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 Oregon Department of Revenue Oregon Health Licensing Agency
Oregon Higher Education Coordinating Commission Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Oregon Secretary of State State of Oregon Jefferson County Public Utility District No. 1 Tribal Burns Paiute Tribe Jefferson County Water District No. 3 Jefferson Transit Authorit Confederated Tribes of Coos, Lower Umpqua and Sluslaw Indians Confederated Tribes of Grand Ronde Community Juniper Beach Water Distric Kapowsin Water District Confederated Tribes of Siletz Indians Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coguitle Indian Tribe Kennewick Public Hospital District Kent Fire Department Regional Fire A Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16
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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. 24
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. 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 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. 129
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 Conscrivation District Kittitas County Fire District No. 2 Kitthas 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 Kilckitat County Port District No. 1 Kilckitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickstat County Public Utility District No. 1 Lacev 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 Sower District

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Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District uwali laho Oregon South Carolina Utah Washington

Washington
Lewis County Conservation District tewis County Fire District No. 1 Lewis County Fire District No. 1 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 18
Lewis County Fire Obtrict 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. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Pacifities 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 Au 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 Protes Longview Housing Authority Lopez Island Library District Lower Etwha Housing Authority Lower Etwiha Housing Authority
Lower Squilchuk 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 Mukilton Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Eco North City Water Dist 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 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 irre Protection District No. 16 Okanogan irrigation Oistrict Oiympic View Water and Sewer District Oiympis Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othelia 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

Pasco/Franklin County Housing Authority Pend Orelle County Fire District No. 2

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Hawa'i Idaho Oregon South Cerdina Utah <u>Wathington</u> Pend Orelie 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 Orelie County Public Utility District No. 1
Peninsula Housing Authority
Peninsula Metropolitan Park District Peshastin Irrigation 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 Ludiow Drainage District Prescott Joint Parks and Recrea Prosser Fire District No. 3 Prosser Public Hospital District
Public Hospital District No. 1
Public Hospital District No. 3
Public Utility District No. 1 Puyaliup Tribal Health Authority Quileute Housing Authority Quinault Housing Authority Quincy-Columbia Basin frigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza trrigation District Sacheen Lake Sewer and Water District Sammamish Pfateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority
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 Skaeit Conservation District Skapit Convervation District
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Skapit Country Fire District No. 11
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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

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Hawai taho Oregon South Carolina Ush Washington

Washington

Snohomish County Housing Authority
Snohomish County Public Rospital District No. 1
Snohomish County Public Rospital District No. 2 Snahomish County Public Utility District No. 1 Soohomish Health District Snohomish River Regional Water Authority Spoosalmie 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 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
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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 Trurston 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
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Washington State Tobacco Settlement Authority

Water District 19
Wells Ranch Irrigation District
Wenatchee Redamation District
Wenatchee-Chiwawa Irrigation District
West Sound Utility District

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ewali 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 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. 14
Whitman County Fire Protection District No. 7
Whitman County Public Hospital District No. 3
Whitman County Rural Library District Whitman County Bural Library District Whitworth Water District Md. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority
Wine Science Center Development Authority
Wollochet Harbor Sewer District
Woodmylile Yater 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 District No. 6
Yakima County Fire Protection District No. 12
Yakima County Fire Protection District No. 14
Yakima County Mosquita Control District No. 14
Yakima County Mosquita Control District
Yakima Regional Clean Air Authority
Yakima Raval County Library District
Yakima-Treson frigation District
Yakima-Treson frigation 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 Cowtitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Keispel Tribe of Indians Lower Elwha Klatlam Tribe Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation 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

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#### Appendix C - Political Subdivision List for

Virginia City/Town Special Distrricts Accomack-Northampton Transportation Distric City of Alexandria City of Bristol Albernarie County Service Authority
Albernarie-Charlottesville Regional fall Authorit City of Buena Vista nana Redevelopment and Housing Author City of Charlottesvil City of Chesapeake Appomattox River Water Authority City of Colonial Heigh Bath County Airport Authority Bedford Regional Water Authority City of Danville Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority City of Emporis City of Fairfax City of Fails Church City of Franklin Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority City of Frederick Blue Ridge Regional Jail Authority Blue Ridge Soil and Water Conservation District City of Hampton City of Harrisonburg Bristol Redevelopment and Housing Authority Brookneal-Campbell County Airport Authority City of Honewell Brunswick County Industrial Development Auti City of Lynchburg City of Manass Buena Vista Public Service Authority

Carroll County Industrial Development Author
Carroll-Grayson-Galax Solid Waste Authority City of Newport New City of Norfalk Castlewood Water and Sewage Authority Central Shenandoah Planning District Comm Central Virginia Regional Jail Authority City of Petersburg City of Poquaso Central Virginia Waste Management Aut City of Portsmout Charlottesville Redevelopment and Housing Authority Charlottesville-Albernarie Airport Authorit ke Airport Authority City of Richmon

hell County Littlets and Service Authority

Chesapeake Bay Bridge and Tunnel District City of Spannk Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wise Regional Wastewater Authority City of Salem City of Staunton City of Suffolk City of Virginia Beach City of Waynesboro City of Williamsburg Craig-New Castle Solld Waste Authority

Craig-New Castle Solid Waste Authority
Crater District Area Agency on Aging/Foster Grand
Culpeper Soll and Water Conservation District
Cumberland Plateau Planning District Commission City of Wincheste Town of Abingdon Town of Alberta Cumherland Plateau Regional Housing Authority

Cumberiand Placesa Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority Town of Altavista Town of Amhers Town of Appalachi elonment Authority Dickenson County Public Service Authority Town of Appomat Town of Ashtand Dinwiddle Airport and Industrial Authority Town of Bedford Town of Bernyville Dinwiddle County Water Authority
District Three Governmental Cooperative Oryden Water Authority
Eastern Shore of Virginia Broadband Authority Town of Big Stone Ga Town of Blacksburg

Town of Bluefield Essex County Industrial Development Authority Town of Bowling Green Fairfax County Redevelopment and Housing Authority Town of Boyce Town of Boydton Town of Bridgewate Feirfax County Water Authority
Fauguler County Water and Sanitation Authority

Floyd County Economic Development Authority Floyd-Floyd County Public Service Authority Franklin Redevelopment and Housing Authority Frederict County Sanitation Authority Town of Broadway Town of Brodas Town of Brooknes
Town of Buchanar Town of Burkeville Fredericksburg Stafford Park Authority Frederick-Winchester Service Authority

Town of Cape Charles Town of Cedar Bluff ront Royal-Warren County Economic

Town of Charlotte Cour Ft. Monroe Authority Gles County Public Service Authority Town of Chase City Town of Chathar Greensydle County Water and Sewer Authority tal fax County Industrial Development Authority Town of Chilhowic Hakfax County Service Authority Town of Chincoteasu

Hampton Roads Planning District Commission Hampton Roads Planning District Commission Hampton Roads Regional Jail Authority Town of Christiansbu Town of Claremon Town of Clarksville Hampton Roads Sanitation District Town of Clifton Harrisonburg Redevelopment and Housing Authority Harrisonburg-Rockingham Regional Sewer Authority Harrisonburg-Rockingham Regional Sewer Authority Headwaters Soll and Water Conservation District Town of Clinchco Town of Clintwood

Hopewell Redevelopment and Housing Authority James River Water Authority Town of Coeburn Town of Colonial Be Joint Public Service Authority
Lee County Industrial Development Authority Town of Columbia Town of Courtland Lee County Public Senice Authority LENOWISCO Planning District Commission Town of Crewe Lord Fairfax Soil and Water Conse Town of Culpeper Town of Damascu Loudous County Sandation Authority Louisa County Water Authority

Lynchburg Redevelopment and Housing Author Marlon Redevelopment and Housing Authority Town of Dendro Town of Ωillyon Town of Orakes Branc Town of Oublin fecklenburg-Brunswick Regional Airport Authoriti

Town of Dumfries in River Regional Jail Authority Middle Peninsula Regional Airport Authority Town of Dunganno

Public K-12

Accomack County Public School: Albemarie County Public School: Alexandria City Public Schools Alleghany County Public Schools Amelia County Public Schools Amherst County Public Schoo mattax County Public Schools Arlington Public Schools Atlantic Shores Christian School

Augusta County Public Schools Bath County Public Schools Bedford County Public Schools **Bedford County** Bedford County Public 5 Bland County Public Schools

Rotetourt County Public School Brunswick County Bristol Virginia Public Schools Brunswick County Public School: Buchanan County Public Service Authority Buchanan County Schools Buckingham County
Buckingham County Board of Supervisors
Campbell County
Caroline County

County Accomack Cou

Albemarie Cour Atteghany County Amelia County Amherst County

Arlington County

Augusta County Bath County

Buckingham County Public Schools Buena Vista City Public Schools Campbell County Public Schools Caroline County Public Schools Carroll County Carroll County Public Schools Carroll County Public Ser

Charles City County Charlotte County Public Schools Charlotte County Chesterfield County Charlottesville City Schools Clarke County
Craig County
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Cumberland County Chesapeake Public Schools Chesterfield County Public Sch Clarke County School District Colonial Searth Schools

Copper River School District Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Culpeper County Public Schools Essex County Fairfax County Fauquier County Floyd County Floyanna County land County Public Schools Danville Public Schools enson County Public Schools viddie County Public Schools Franklin County Frederick County

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King and Queen County Greensville County Public Schools Halifax County Public Schools King George County King George County So King William County Lancaster County Hampton City Schools Hanover County Public Schook mburg City Public School Lee County Loudour County

Henrico County Public Schools Henry County Public Schools Highland County Public Schools Lunenburg County
Madison County
Mathews County
Mecklenburg County
Middlesex County Honewell 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 Montgomery Count Nelson County New Kent County Lancaster County Public School System Lea County Public Schools Northampton County Northumberland Cou Lexington City Schools Loudoun County Public School

Louisa County Public Schools **Orange County** ours City Schools Madison County Public Schools Manassas City Public Schools Pittsylvania County
Pittsylvania County Service Authority Manassas Park City Schools Attestinguibe Bublic Schools Powhatan County Mathews County School Dist Prince Edward County nburg County Public School Prince George County Prince William County Middlesex County Public Schools

Montgomery County Public Schools Nelson County Public Schools Prince William County Pulaski County New Kent County Schools Rappahannock County Newport News Public Schools Richmond County

Norfolk Public Schools
Northampton County School District Rockbridge County
Rockbridge County Public Service Author Northumberland County Public Schools Norton City Public Schoo

Nottoway County Public Schools
Orange County Public Schools

Public Higher Education

Public Higher Education
Blue Ridge Community Cokege
Central Virginia Community Coli
Christopher Newport University
College of William and Mary Danville Community College Eastern Shore Community College Eastern Virginia Medical School George Mason University Germanna Community College J. Sargeant Reynolds Communit nes Madison University

James Madison University John Tyler Community College Longwood University Lord Fairfax Comr nity Colleg Massanutten Technical Cente ntain Empire Community College

New College Institute
New River Community College
Norfolk State University Northern Virginia Community College trick Henry Community College Paul D. Camp Comm

Piedmont Virginia Community College ahannock Commu ard Bland College

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iversity of Virginia Foundation University of Virginia Health System University of Virginia, Wise Virginia College Savings Plan Virginia Commonwealth Uni nia Community Coffee System Virginia Highlands Community College

Virginia Military Institute
Virginia Polytechnic Institute and State University Virginia State University
Virginia Western Community College

Virginia Department of General Services
Virginia Department of Health Arginia Department of Health Profession

Department of Public Works

State of Virginia

Townships
Township of Green, Ross County

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Special Distrricts City/Town Town of Elkton Montgomery County Public Service Authority Town of Exmore Town of Farmville Montgomery Regional Solid Waste Authority Mt. Rogers Planning District Commission New River Regional Water Authority Town of Fincastin Town of Floyd **New River Resource Authority** 

New River Resource Authority
New River Valley Planning District Commission
New River Valley Regional Jail Authority
Newport News Redevelopment and Housing Authority
Nicholas County Solid Waste Authority Town of Fries Town of Front Roya Town of Gate City

Town of Glade Spring

Town of Glasgow Town of Glen Lyn Norfolk Airport Authority Norfolk Economic Development Authority Norfolk Redevelopment and Housing Authority Northern Neck Planning District Commission Town of Gardonsville Town of Gashen Town of Gretna Northern Virginia Regional Park Authority Northern Virginia Transportation Authority Northwestern Regional Jail Authority Town of Grottaes Town of Halifax NRV Regional Water Authority Pamunkey Regional Jail Authority Patrick County Economic Development Authority Town of Hamitton Town of Haymarket Town of Haysi Town of Herndon

Patrick County Economic Development Authority
Pepper's Ferry Regional Wasterwater Treatment Authority
Petersburg Redevelopment and Housing Authority
Peumantend Creek Regional Jaul Authority
Piedmont Sol and Water Conservation District
Planning District One Behavioral Health Services Town of Hillsville Town of Honaker Town of Hurt Town of Indepen Town of Iron Gate Town of Irvington uth Recevelopment and Housing Authority Prince William County Park Authority Pulaski County Public Service Authority
Pulaski County Sewerage Authority
Radford Industrial Development Authority
Randolph County Water, Sewer and Fire Protection Authority Town of Jonesvill Town of Kenbridge

Town of Keysvilla Town of Kilmarnock

Town of La Crosse Rapidan Service Authority Rappshannock Regional Jail Authority Town of Lawrencevill

Rappshannock-Shenandoah-Warren Regional Jail Authority Town of Louisa

Rappshannock-Shenandoah-Warren Re Region 2000 Services Authority Richmond Behavioral Health Authority Richmond Hospital Authority Richmond Metropolitan Authority Town of Lovett valle Town of Luray Town of Manon

Richmond Redevelopment and Housing Authority Richmond Regional Planning District Commission Town of Middleburg Town of Middletov Town of Mineral Town of Monters Rivanna Solid Waste Authority Rivanna Water and Sewer Authority

Town of Montros Riverside Regional Jali Authority
Roanoke Redevelopment and Housing Authority
Roanoke River Service Authority
Roanoke Valley Broadband Authority Town of Mt. Jackson Town of Narrows Town of New Castle

Town of New Market Roanoke Valley Resource Authority Robert E. Lee Soil and Water Conservation District Robert E. Lee Soil and Water Conservation District Rockbridge Area Network Authority Rockbridge County Solid Waste Authority Russell County Industrial Development Authority Russell County Public Service Authority Scott County Economic Development Authority Town of Onancock Town of Orange Town of Pamplin City Town of Parksley Town of Pearisburg Scott County Redevelopment and Housing Authority Shenandoah Valley Soil and Water Conservation District

Town of Pennington Gap Town of Phenix Smyth County Industrial Development Authority
Smyth Washington Regional Industrial Facilities Authority Town of Pocahontas South Central Wastewater Authority Southeastern Public Service Authority Town of Pound Town of Pulaski Southeastern Public Service Authority
Southside Regional Jail Authority
Southwest Regional Recreation Authority
Southwest Regional Recreation Authority
Southwest Virginia Regional Jail Authority
Suffolt Redevelopment and Rousing Authority
Tappahannock-Essex County Airport Authority Town of Purcellville Town of Outantico Town of Richlands

Town of Ridgeway
Town of Rocky Mount
Town of Round Hill Tappahannock-casek Louncy August Aumonty
Tazewell County Airport Authority
Tazewell County Industrial Development Authority
Tazewell County Public Scruce Authority Town of Rural Retreat Tazwell County Public Service Authority Town of Saltville Town of Scottsville Town of Shenandnah Town of Smithfield Thomas Jefferson Planning District Commission Thomas Jefferson Soil and Water Conservation District
Toms Brook-Maurertown Sanitary District

Upper Occopian Service Authority Town of South Baston Town of South Hill Town of St. Paul Valley Municipal Distiny District No. 2 Valley Municipal Utality District No. 2
Vint Hill Economic Development Authority
Virginia Beach Development Authority
Virginia Commercial Space Flight Authority Town of Stanley Virginia Aliphiands Airport Authority
Virginia Highlands Airport Authority
Virginia Housing Development Authority
Virginia Peninsulas Public Service Authority Town of Stephens City Town of Strasburg Town of Stuart

Town of Tangier Town of Tappahanno Town of Tazewell Town of Timberville Virginia Peri Authority
Virginia Resources Authority
Virginia Tech/Montgomery Regional Airport Authority
Virginia Tech/Montgomery Regional Airport Authority Virginia/Carolina Water Authority
Virginia's First Regional Industrial Facility Authority

Fown of Troutville Town of Urbanna Town of Victoria Washington County Industrial Develope Washington County Service Authority

Waynesboro Economic Development Authority
Waynesboro Redevelopment and Housing Authority Town of Vienna Town of Vanton Town of Wateriel

West Picdmont Planning District Western Wiginia Water Authority Town of Warrento Town of Warsaw Williamsburg Area Transit Authority Town of Washingto Winchester Regional Airport Authority Wired Road Authority Wise County Public Service Authority

Town of Washington Town of Waverly Town of West Point Town of White Stone Town of Windsor Town of Wise Whe County Redevelopment and Housing Authority
Woodway Water and Sewer Authority
Wytheville Redevelopment and Housing Authority Town of Woodstock

Town of Wytheville

Public K-12 Page County Public Schools Patrick County Public Schools County Scott County Public Service Authority **Public Higher Education** State Townships

Shenandoah County Petersburg City Public Schools Pittsylvania County School District Smyth County Southempton County Stafford County Portsmouth Public Schools Powhatan County Public Schools Surry County Sussex County Prince Edward County Schools
Prince George County Public Schools Tazewell Count Tri-County Lake Ad Warren County Washington County Westmoreland County

Pulaski County Public Schools Radford City Schools Rappahannock County Public Schools Richmond City Public Schools Richmond County Public Schools Roanoke City Public Schools Roanoke County Public Schools Wise County Wythe County York County Rockbridge County Public Schools
Rockingham County Public Schools
Russell County Public Schools Salem City Schools

Suffalk Public Schools Surry County Public Schools Sussex County Public Schools Tazewell County Public Schools Virginia Beach City Public School Washington County School District Waynesboro Public Schools West Point Public Schools Westmoreland County Public Schools Williamsburg-James City County Public School

Scott County Public Schools Shenandoah County Public Schools Smyth County Public Schools

Southempton County Public Schools Spotsylvania County Public Schools Stafford County Public Schools

Staunton City Schools Suffolk Public Schools

Winchester Public Schools Wise County Public Schools Wythe County Public Schools York County Public Schools

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#### ADDENDUM ONE (1)

To that certain

#### NJPA RFP #122017

Issued by National Joint Powers Alliance®



#### SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES **AND SUPPLIES**

For the procurement of

Consider the following to be part of the above-titled RFP: Question and Answer.

QUESTION: Are sewer pipeline inspection cameras within the scope?

ANSWER: Yes, as equipment or an accessory used in the cleaning of sewer lines, sewer pipeline inspection cameras are within the scope of this RFP.

Acknowledgment of Addendum One (1) to RFP 122017 emailed on December 7, 2017.

COMPANY NAME:		
SIGNATURE:		
DATE:		
Please include this sig	aned Addendum with your REP response	

#### **Carol Jackson**

From:

Miranda Andersen <miranda@aamdc.com>

Sent:

Thursday, November 16, 2017 3:11 PM

To:

Carol Jackson

Subject:

Re: RFP for Advertisement

Thank you Carol,

We would like to post this RFP. Please forward it to me when it is available.

Much thanks, Miranda Andersen

Sent from my iPhone

On Nov 16, 2017, at 9:02 AM, Carol Jackson < Carol.Jackson@njpacoop.org > wrote:

Good Morning!

Please let me know if you would like to post this RFP and I will forward additional information.

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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 <a href="RFP@nipacoop.org">RFP@nipacoop.org</a>. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

Thank you!

<image001.png>
Carol Jackson
Procurement Analyst III
phone 218-894-5481
email carol.jackson@njpacoop.org
website NJPAcoop.org

# Home > List of Bids > Bid Information

Bid Information

Pending Biddingo Approval

#### Bid Information for 122017

Bid Number	122017	Bid Name	Sewer Vacuum, Hydro-Excavation, and Street Sweeper 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	11/16/2017	Closing Date	12/20/2017 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	1
Bid Type	Goods	Group	
Estimated Contract Amount	\$99,999,999.00		
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**



Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies

122017

Closing Date: 12/20/2017 04:30:00 PM CT

Detail:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 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.
Roads/ Sewer/ Watermain	Roads/Sewer/Watermain Projects-Excavating, Ditch, Culvert, Streetscaping, Traffic Lights, Road Painting, Visors, Polycarb, Asphalt Overlay, Fire Hydrant, Guard Rails, Drainage Systems

#### Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
		No File Attached		ka seraman na sa	al-social accessors	\$ 142-14-1-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
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vited Bidde	rs					
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/ited Bidde	rs Name / Email	Address	Phone	-	Fa	ıx

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#### AFFIDAVIT OF PUBLICATION





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

#122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED A National Joint Powers Alliance« (Njpa); Bid Location Portland, OR, Multnomah County; Due 12/21/2017 at 08:30 AM

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:

11/17/2017

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 17th DAY OF November, 2017

> > Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

Carol Jackson National Joint Powers Alliance 202 12th St NE Staples, MN 56479-2438 NATIONAL JOINT POWERS
ALLIANCE® (NJPA)
SEWER VACUUM,
HYDRO-EXCAVATION, AND STREET
SWEEPER EQUIPMENT, WITH
RELATED ACCESSORIES AND
SUPPLIES
Proposals due 2:00 pm,

October 2, 2017
REQUEST FOR PROPOSAL #122017
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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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@nipacoop.org. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time. Ple-

ase see who this pertains to here: http://

www.njpacoop.org/oregon-advertising Published Nov. 17, 2017. 11442

Order No.:

11442910

Client Reference No:



Home NJPAccess for Vendors

888.894.1930

Contact Us

	-
Contract to the contract of th	

About Us

Cooperative Purchasing

Statewide/Regional Solutions

Organizational

Home > Cooperative Purchasing > Become a Vendor > Current & Pending Solicitations > - Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies 📳 🔀

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C		D	1::
00	perative	Purc	nasınd

Procurement Process

About Us

Affiliations & Relationships

Become a Member

Member Resources

Get to Know NJPA

Become a Vendor

Current & Pending Solicitations

- Indefinite Quantity Construction

  Contracting Systems and related
- Replacement Parts and Tires with

- Automotive and Truck

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

#### -Sewer Vacuum, Hydro-Excavation, and Street Sweeper 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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: December 5, 2017 at 10:00 am CT Sealed proposals due: December 20, 2017 at 4:30 pm CT

Proposals will be publicly opened: December 21, 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
- Send a letter of request to
   National Joint Powers Alliance:
   Attn: Contracts and Compliance Department
   202 12th Street NE, Staples, MN 56479
- 3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

Vendor Name: *	
Vendor Address: *	
Vendor City: *	
Vendor State: *	
Vendor Zip Code: *	
Contact Name: *	
Contact email: *	
Vendor Phone Number:	

Submit

207

#### **Notice**

**Basic Information** 

**Estimated Contract Value (CAD)** \$999,999,999.00 (Not shown to suppliers)

**Reference Number** 0000071479

**Issuing Organization** National Joint Powers Alliance **Solicitation Type** RFP - Request for Proposal

**Solicitation Number** 

Title Sewer Vacuum Hydro-Excavation Street Sweeper Equipment with Related

Accessories

Source ID PP.CO.USA.868485,C88455

Details

All of Canada, All of Canada Region

**Purchase Type** 

Term: 2018/03/22 12:00:00 AM CDT - 2021/03/16 12:00:00 AM CDT

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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 2017. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened

December 21, 2017 at 8:30 a.m. Central Time.

Dates

**Publication** 2017/11/16 10:46:02 AM CST **Question Acceptance Deadline** 2017/12/13 04:30:00 PM CST

Questions are submitted online

No

**Bid Intent** Not Available

2017/12/20 04:30:00 PM CST **Closing Date** 

**Contact Information** 

**Procurement Department** 

218-894-1930 rfp@njpaccop.org

**Bid Submission Process** 

**Bid Submission Type** 

**Pricing** 

**Pricing** 

**Bid Documents List** 

**Electronic Bid Submission** 

Lump sum

Lump sum

Item Name	Description	Mandatory	
Bid Documents	Documents defining the proposal	Yes	

#### **Documents**

#### **Documents**

Document	Size	Uploaded Date	Language
How to obtain Sewer RFP.DOCX [docx]	12 Kb	2017/11/16 10:44:39 AM CST	English

2017/11/16 10:46:45 AM CST

## Categories Selected Categories

MERX Categories (5)	
G	Goods Goods
G28	Special Purpose Vehicles Special Purpose Vehicles
G22	Miscellaneous Goods Miscellaneous Goods
G18	Industrial Equipment Industrial Equipment
G19	Machinery and Tools Machinery and Tools
U	Other Other
U	Undefined Undefined

2017/11/16 10:46:45 AM CST Page 3 of 4

# Document Request List Document Request List

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



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## **Contracting Opportunity**

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

Title: SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT.

WITH RELATED ACCESSORIES AND SUPPLIES

Agency: National Joint Powers Alliance

**Division: Procurement Department** 

Contract Number: RFP #122017

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/17/2017

Due Date/Time: 12/20/2017 4:30 PM

Central Time

County(ies): All NYS counties

Classification: Miscellaneous - 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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened

December 21, 2017 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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## The State Media Company

#### AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines	
327043	0003391707	Public Notice The National Joint Powers Alliance		\$220.82	1	39	

Attention: Carol Jackson

NATIONAL JOINT POWERS ALLIANCE

PO BOX 219

STAPLES, MN 56479

#### Public Notice

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 lifty states,
Canada, and internationally, issues
this Request for Proposal (RFP) to
result in a national contract solution
for the procurement of 4122017
SEWER VACUUM, HYDROEXCAVATION, AND STREET
SWEEPER ECUIPMENT, WITH
RELATED ACCESSORIES AND
SUPPLIES. Details of this RFP are
available beginning November 16,
2017. Details may be otalined 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and
opened December 21, 2017 at 8:30
a.m. Central Time.
3391707

#### State of South Carolina

#### **County of Richland**

Personally appeared before me, Sara Johnson, Publisher and President 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

Insertions

Published On: November 16, 2017

> Sara Johnson Borton Publisher and President The State

Subscribed and sworn to before me on this 20th day of November in the

Allison Branham Notary Public My Commission Expires:

5/8/2027

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

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New Bid Clos

Closed Bids

Tools



Bid RFP #122017 - Sewer [Switch to Vendor View]
Vacuum, Hydro-Excavation, and Street Sweeper
Equipment, with Related Accessories and supplies

Bid Type RFP

Bid Number 122017

Title Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and supplies

Start Date Nov 16, 2017 1:54:33

PM CST

End Date Dec 20, 2017 4:30:00 PM

CST

Agency NJPA

Bid Contact Chris Robinson

(218) 895-4168 rfp@njpacoop.org 202 12th Street NE P.O. Box 219

Staples, MN 56479-0219

Access Reports

My Stuff

View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]

Questions

0 Questions 0 Unanswered [View/Ask Questions]

**Edit Bid** 

[Create Addendum]

#### 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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

#### **Delivery Information**

Chris Robinson, NJPA 202 12th St NE, PO Box 219, Staples, MN 56479

#### Pre-Bid Conference

Date Dec 5, 2017 10:00:00 AM CST

Location

	Notes Pre-Proposal information will be sent two days prior.
Documen	ts

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

The Public Group:

#### Deseret News



The Sult Lake Tribune

PROOF OF PUBLICATION CUST	TOMER'S COPY		
CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER	PUBLIC NOTICE  The National Joint Powers Alliance® (NJPA), on be-
NATIONAL JOINT POWERS ALLIANG Accounting Dept PO BOX 219	CE,	9001496962	half of NJPA and its cur- rent and potential member agencies, which includes all governmental, higher
10 BOX 219		DATE	errenent, and all other public agencies located in
STAPLES MN 56479		11/16/2017	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
ACCOUNT NAME	4.00		di contract solution for the procurement of #1220.7 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEPER EQUIPMENT,
NATIONAL JOINT POWERS ALLIAN	ICE,		DIES AND SUPPLIES Details
TELEPHONE	ORDER#	/ INVOICE NUMBER	of this RFP are available beginning November 16, 2017. Details may be obtained by letter of request
2188945483	000118222	7 /	tained 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@nipaccop.
PUBLICATION SCHEDULE			org. Proposuls will be re-
START 11/16/2017 END 11/16	5/2017		ceived until December 20, 2017 at 4:30 p.m. Central Time at the above address
CUSTOMER REFERENCE NUMBER			and opened December 21, 2017 at 8:30 a.m. Central Time. 1182227 UPAXLP
RFP#122017			110222/ 07740
CAPTION			7
PUBLIC NOTICE The National Joint	Powers Alliance (NJPA)	), on behalf of NJPA and its c	
SIZE			7
40 LINES 1 C	OLUMN(S)		
TIMES TOTAL	COST		7
3 91	.80		_
	AFFIDAVITO	F PUBLICATION	
AS NEWSPAPER AGENCY COMPANY, ADVERTISEMENT OF PUBLIC NOTICE Tagencies, which includes all governmental, hagency company, LLC dba UTAH NEWSPAPERS PRINTED IN THE ENGLISH SALT LAKE COUNTY IN THE STATE OF NEWSPAPER PUBLICATION DATE AND SIGNATURE ACT UTAH CODE 46-2-101; 46	The National Joint Powers And Price Programmer Services For National Journal of the March Programmer Services For National Programmer Services For National Programmer Services For National Premains on Utahi	Alliance (NJPA), on behalf of NJI DINT POWERS ALLIANCE, WA FOR DESERET NEWS AND RAL CIRCULATION IN UTAH, A POSTED ON UTAHLEGALS.COI	PA and its current and potential member AS PUBLISHED BY THE NEWSPAPER THE SALT LAKE TRIBUNE, DAILY AND PUBLISHED IN SALT LAKE CITY, M ON THE SAME DAY AS THE FIRST
PUBLISHED ON Start 11/16/2017	End 11/16/2017		
DATE11/16/2017		SIGNATURE	undson
STATE OF UTAH )			
COUNTY OF <u>SALT LAKE</u> )			
SUBSCRIBED AND SWORN TO BEFORE M	IE ON THIS 16TH	DAY OF NOVEMBER	IN THE YEAR 2017
BY <u>LORI GUDMUNDSON</u> .			
	VIRGINIA CRAF NOTARY PUBLIC - STATE OF My Cornm. Exp. 01/12/2 Commission # 67298	UTAH 2018	NOTARY PUBLIC SIGNATURE

Commission # 672963

## **PUBLIC NOTICES**

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

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Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.



#### www.nipacoop.org

#### Proposal Opening Record

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

Date of opening: December 21, 2017

The public opening of all responses received to the Request For Proposal #122017 for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES was witnessed by the following individuals:

Carol Jackson, NJPA Kim Austin, NJPA Sheila Christoffersen, NJPA James Voelker, NJPA Scott Saehr, NJPA Tony Glenz, NJPA

Kelly McAllister, NJPA Scott Carr, NJPA Chris Robinson, NJPA Jed Klein, NJPA Brandon Town, NJPA

Responses were received from the following:

Aries Industries, Inc. - received 12/15/17 at 11:27:42AM

Proposer deemed responsive

Atlantic Machinery, Inc - received 12/18/17 at 11:02:46AM

Proposer deemed responsive

CUES, Inc. - received 12/18/2017 at 11:01:06AM

Proposer deemed responsive

Curbtender Sweepers, LLC - received 12/20/2017 at 3:53:28PM

Proposer deemed responsive

Durand-Wayland, Inc. - received 12/20/2107 at 2:17:14PM

Proposer deemed responsive

Envirosight - received 12/20/2017 at 1:00:00PM

Proposer deemed responsive

Exprolink Inc. - received 12/18/2017 at 11:01:40AM

Proposer deemed responsive

Addendum not included

Federal Signal Corp. - received 12/18/2017 at 11:02:54AM

Proposer deemed responsive

GapVax Inc - received 12/19/2017 at 1:43:30PM

Proposer deemed responsive

Global Environmental Products, Inc - received 12/15/2017 at 12:23:41PM

Proposer deemed responsive

Form B not included

GPM Pump and Truck - received 12/11/2017 at 10:16:07AM

Proposer deemed responsive

Gradall Industries, Inc. - received 12/18/2017 at 11:47:25AM

Proposer deemed responsive

Hardline Equipment - received 12/20/2017 at 10:26:40AM

Proposer deemed responsive



202 12th Street NE P.O. Box 219

Staples, MN 56479

#### www.njpacoop.org

Hi-Vac Corporation - received 12/20/2017 at 12:58:12PM

Proposer deemed responsive Addendum not included

Hol-Mac Corporation - received 12/20/2017 at 3:29:26PM

Proposer deemed responsive

Hurco Technologies, Inc. - received 12/19/2017 at 1:44:52PM

Proposer deemed responsive

J. Hvidtved Larsen US, Inc. - received 12/20/2017 at 8:17:22AM

Proposer deemed responsive

Johnston North America - received 12/18/2017 at 11:47:44AM

Proposer deemed responsive

NiteHawk Sweepers, LLC - received 12/20/2017 at12:59:03PM (Black Binder)

Proposer deemed responsive

NiteHawk Sweepers, LLC - received 12/20/2017 at 3:07:38PM (White Binder)

Proposer deemed responsive - Response deemed a duplicate

RapidView, LLC - 12/19/2017 at 1:44:41PM

Proposer deemed responsive

Schwarze Industries, Inc. - received 12/18/2017 at 11:03:53AM

Proposer deemed responsive

Sewer Equipment Company of America - received 12/18/2017 at 11:35:39AM

Proposer deemed responsive

Shamrock Pipe Tools, LLC - received 12/15/2017 at 9:14:59AM

Proposer deemed responsive

Liability insurance inadequate

Stewart-Amos Equipment Co. - received 12/20/2107 at 12:58:47PM

Proposer deemed responsive

Stewart-Amos Equipment Co. - received 12/20/2017 at 2:17:03PM

Proposer deemed responsive - Response deemed a duplicate

Super Products LLC - received 12/20/2017 at 12:58:35PM (Black Binder)

Proposer deemed responsive

Forms C and D not signed

Addendum not included

Certificate of Insurance incomplete

Super Products LLC - received 12/20/2017 at 3:38:17PM (Gray Binder)

Proposer deemed responsive

Forms B, C and D not signed

Form F not complete

Form P not signed

Addendum not included

Certificate of Insurance incomplete

TYMCO, Inc. - received 12/19/2017 at 12:46:30PM

Proposer deemed responsive

United Rotary Brush Corporation - received 12/14/2017 at 12:21:33PM

Proposer deemed responsive



#### www.njpacoop.org

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

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.

Chris Robinson, JD, Procurement Manager, NJPA

Carol Jackson, Procurement Analyst III, NJPA

#### Form G SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

TO DEPARTE CONTRACTOR			Atlantic Machinery, Inc		Curbtender Sweepers, LLC	Durand-Wayland,	Envirosight	Exprolink Inc.	Federal Signal Corp.	GapVax Inc	Global Environmental Products, Inc	GPM Pump and Truck	Gradall Industries, Inc.		Hi-Vac Corporation
Conformant to Torme!	Possible Points														
Conformance to Terms/ Conditions to Include Documentation	50	40	43	42	33	39	37	42	42		34	39	37		-
Pricing	400	296	335											273	31
Financial, Industry and	400	296	335	2/0	251	345	299	358	331	311	328	358	314	2/3	329
Marketplace Successes	75	63	65	69	54	55	60	62	67	63	67	56	67	58	57
Bidder's Ability to Sell/ Service Contract Nationally	100	79	79	76	63	67	80	83	83	76	88	68	82	61	70
Bidder's Marketing Plan	50	40	42		36		42	44				37			76
Value Added Attributes	75													41	37
	/5	63	67	61	56	53	61	68	69	66	71	55	61	67	61
Warranty Coverages and Information	50	40	41	41	36	38	41	43	41	39	41	41	41	41	43
Selection and Variety of Products and Services Offered	200	163	178	171	154	155	171	155	175	165	183	156	176	168	173
Total Points	1,000	784	850			791	791	855						750	809
Rank Order	Wigely, 18 to 10 leave	19	April 1 - State 1	21	26	15.5				1:	3.5	1	7	24	

			Hurco Technologies, Inc.	J. Hvidtved Larsen US, Inc.	Johnston North America	NiteHawk Sweepers, LLC	RapidView, LLC	Schwarze Industries, Inc.	Sewer Equipment Company of America	Shamrock Pipe Tools, LLC	Stewart-Amos Equipment Co.	Super Products LLC (black 1)	Super Products LLC (grey 2)	TYMCO, Inc.	United Rotary Brush Corporation
lo r	Possible Points				Control of the Contro								7		
Conformance to Terms/ Conditions to Include															
Documentation	50	30	37	41	40	41	43	41	43	40	41	31	25	37	39
Pricing	400	310	261	308	314	350	343	333	330	314	304			308	280
Financial, Industry and															
Marketplace Successes	75	61	63	62	69	69	66	66	68	60	55	52	48	62	67
Bidder's Ability to Sell/ Service Contract Nationally	100	74	71	78	77	71	79	87	82	73	70	78	78	84	77
Bidder's Marketing Plan	50	38	38	45	42	43	42	45			37	23	15	37	39
Value Added Attributes	75	63	66	69	66	63	65							68	
Warranty Coverages and Information	50	41	39	41	44		41								
Selection and Variety of Products and Services Offered	200		153		170		166								
Total Points	1,000	785	728			840		858			767				
Rank Order	With the same	. 18	25			1	845	838	1	2 20	The second secon			3 1	

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#### **COMMENT AND REVIEW**

to the
REQUEST FOR PROPOSAL (RFP) #122017
Entitled

## SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on November 17, 2017, in Utah's *The Salt Lake Tribune* on November 16, 2017, in *USA Today* on November 16, 2017, and on the NJPA website <a href="https://www.nipacoop.org">www.nipacoop.org</a>, Onvia website <a href="https://www.onvia.com">www.onvia.com</a>, PublicPurchase.com, Merx, Biddingo, AAMDC, 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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES: Details of this RFP are available beginning November 16, 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 December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

#### RFPs were requested by and distributed to:

Amaco Construction Equipment	ITpipes, LLC
Amthor International	J. Hvidtved Larsen
Aries Industries, Inc.	John Bean Jetters / Durand-Wayland, Inc.
ASCO Equipment Co.	Johnston North America
Atlantic Machinery, Inc.	LMT Inc.
Bonnell Industries Inc.	MidCo Material Handling
Construction Industry Center	Midwest Underground
Cubex LTD	NiteHawk Sweepers
CUES	Pearpoint
Curbtender Sweepers, LLC	Prime Vendor Inc.
Deltek	Quality Truck Care Center
Diehl's Truck World	R.N.O.W., Inc.
DJC Project Center	RapidView, LLC

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Durham Power Sweeping	Ring-O-Matic
Elliott Equipment Company	Rival Hydrovac
Envirosight	Sewer Equipment Company of America
Exprolink Inc.	Shamrock Pipe Tools, LLC
Federal Signal Corporation	Stetco Products
FL Research Inc.	Stewart-Amos Sweeping Company
GapVax, Inc.	Subsite, LLC
Global Environmental Products	Suffolk County Brake Service Inc.
GPM Pump and Truck	Super Products LLC
Gradall Industries	Super Save Group
Harben Inc.	Transource Truck & Equipment
Hardline Equipment	TYMCO, Inc.
Hi-Vac Corporation	United Rotary Brush Corporation
Hol-Mac Corporation	Vac-Tron Equipment
Hurco Technologies, Inc.	Valor Holdings
Industrial Machine Inc.	Vermeer Corporation

Proposals were opened on December 21, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Aries Industries, Inc.

Atlantic Machinery, Inc

CUES, Inc.

Curbtender Sweepers, LLC

Durand-Wayland, Inc.

**Envirosight** 

Exprolink Inc.

Federal Signal Corp.

GapVax Inc

Global Environmental Products, Inc

**GPM Pump and Truck** 

Gradall Industries, Inc.

Hardline Equipment

**Hi-Vac Corporation** 

**Hol-Mac Corporation** 

Hurco Technologies, Inc.

J. Hvidtved Larsen US, Inc.

**Johnston North America** 

NiteHawk Sweepers, LLC (Black Binder)

NiteHawk Sweepers, LLC (White Binder - Duplicate)

RapidView, LLC

Schwarze Industries, Inc.

**Sewer Equipment Company of America** 

Shamrock Pipe Tools, LLC

Stewart-Amos Equipment Co.

Stewart-Amos Equipment Co. (Duplicate)

Super Products LLC (Black Binder)
Super Products LLC (Gray Binder)
TYMCO, Inc.
United Rotary Brush Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, JD, NJPA Procurement Manager James Voelker, CFCM, NJPA Procurement Lead Analyst Carol Jackson, 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:

Proposals were received in a sealed package from Harben, Inc. and RS Technical Services after the deadline for receipt of proposals. These responses were determined to be Level-One Non-Responsive and were returned, unopened, to Harben, Inc. and RS Technical Services in accordance with the RFP terms.

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all other proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Atlantic Machinery, Inc. is a distributor for Vac-Con, Vector and Ravo, which represent a wide selection of truck and trailer mounted sewer cleaners, vacuum loaders, catch basin cleaners, hydro-excavation units, compact street sweepers and more. Atlantic Machinery with their partners will serve Members through the manufacturers' dealer networks across the US and Canada. Atlantic Machinery is certified as a small business enterprise with the State of Maryland and offers Members significant discounts on the brands represented.

Exprolink Inc. is the manufacturer of the Madvac line of street sweepers. Exprolink offers Tier-4 engines on all Madvac vehicles and can also provide fully electric powered options. Exprolink's expanding dealer network currently covers 44 states in the US and 10 Canadian provinces. Their pricing proposal includes a considerable discount from list price and additional discounts on purchases of 5 or more units.

Federal Signal Corporation represents Elgin Street Sweeper and Vactor Manufacturing. This partnership provides Members a broad offering of mechanical, pure vacuum and regenerative air street sweepers, trailer mounted jetting units, chassis mounted combination sewer cleaning trucks and a range of hydro-excavation products. Federal Signal and their manufacturing partners will serve Members across the US and Canada through 50 dealer locations. They offer competitive discounts from list prices.

GapVax Inc. manufactures truck mounted combination vacuum and sewer flushing machines, hydro-excavators and high-pressure water jets. GapVax's Recycle JetVac offers a sedimentation system for on board water recycling without the use of mechanical filter screens or disposable filter cartridges. GapVax will serve Members in the US and Canada through their dealer network and corporate sales team. GapVax's pricing proposal provides solid discounts from list prices.

Global Environmental Products, Inc. produces mechanical, regenerative air and vacuum sweepers. Global offers Members additional green sweeper options with diesel electric hybrid and zero emission fuel cell models. Global

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Environmental Products plans to serve Members across the US and Canada through their 76 dealer locations. Global proposes a strong pricing discount on their products.

Gradall Industries, Inc. brings the Vacall line of heavy duty sewer vacuum, hydro-excavator and street sweeper trucks. They have a water recycler option available for a sewer vacuum truck as a solution to help Members with conservation efforts. Gradall's independent dealer network with 81 locations and over 500 employees are willing to serve Members in the US and Canada. Gradall offers Members a solid discount from normal list prices.

Hi-Vac Corporation is the manufacturer of sewer cleaning, hydro-excavation, combination jet/vac, hydro-jetters, truck and trailer jets, combination trucks and trailers and catch basin equipment. Hi-Vac offers the Aquatech, UltraVac, X-Vac and Hi-Vac lines of equipment to Members. Hi-Vac will sell to and serve Members in the US and Canada through a network of over 60 dealers worldwide. Hi-Vac offers Members a significant discount from list prices.

Johnston North America produces truck mounted vacuum, mechanical, regenerative street sweepers. They also offer a compact vacuum street sweeper. Johnston North America has attained ISO 14001 certification for their Environmental Management System. Johnston's network of 42 dealers will serve Members across the US and Canada. Johnston provides Members a competitive discount from typical list prices.

NiteHawk Sweepers, LLC manufactures lines of hydraulic powered parking lot and street sweeper units. In addition to traditional engine offerings; NiteHawk offers a sweeper model powered by compressed natural gas (CNG). NiteHawk reports its hydraulic power system reduces operational noise to less than 70 decibels. NiteHawk offers Members considerable discounts from MSRP pricing.

RapidView, LLC provides pipeline inspection and rehabilitation equipment to include inspection cameras, sewer inspection software and sewer pipe rehabilitation robotics. RapidView offers Members complementary ground shipping on orders and multiple equipment training opportunities. Their dealer network covers all of the US and Canada. RapidView offers Members competitive discounts from list prices.

Schwarze Industries, Inc. manufactures parking lot, regenerative air, vacuum, mechanical and runway sweepers. They have also achieved certification of numerous models of their sweepers in accordance with California South Coast Air Quality Management District Rule 1186. Schwarze's dealer network is ready to serve Members across the US and Canada. Schwarze provides Members a strong discount from MSRP pricing.

Sewer Equipment Company of America offers a broad range of combination sewer cleaners, truck and trailer jets, sewer vacuum trailers, hydro-excavation trucks and trailers, easement machines, rodders and bucket machines, sewer cleaning nozzles along with parts and accessories. Their products are designed for efficient operation and maintenance. Sewer Equipment Company of America's dealer network covers each US state and all of Canada. They are offering Members significant discounts from list prices.

TYMCO, Inc brings their full line of diesel and compressed natural gas (CNG) regenerative air sweeper solutions to Members. They offer a maintenance service school at their headquarters in Waco, TX with no fee training to Members. TYMCO's dealer network is able to cover Members throughout the US and Canada. TYMCO provides Members a solid discount from published prices.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #122017 to:

Atlantic Machinery, Inc.	#122017-AMI
Exprolink Inc.	#122017-EXP
Federal Signal Corporation	#122017-FSC
GapVax Inc.	#122017-GPV
Global Environmental Products, Inc.	#122017-GEP
Gradall Industries, Inc.	#122017-GRD
Hi-Vac Corporation	#122017-HVC
Johnston North America	#122017-JTN
NiteHawk Sweepers, LLC	#122017-NHK
RapidView, LLC	#122017-RVL
Schwarze Industries, Inc.	#122017-SWZ
Sewer Equipment Company of America	#122017-SCA
TYMCO, Inc	#122017-TYM

The preceding recommendations were approved on February 19, 2018:

Chris Robinson, JD, NJPA Procurement Manager

James Voelker, CFCM, NJPA Procurement Lead Analyst

Carol Jackson, NJPA Procurement Analyst III

Brandon Town, NJPA Procurement Analyst II

Michael Munoz, NJPA Procurement Analyst I

# Regular Meeting Minutes of the NATIONAL JOINT POWERS ALLIANCE® Board of Directors Tuesday, March 20, 2018 Conference Room 3 & 4 202 12th St. NE, Staples, MN 56479

Chair Wilson called the meeting to order at 6:12 p.m. with the following Board members present: Mike Wilson, Greg Zylka, Sharon Thiel, Ryan Thomas, Scott Veronen, Barb Neprud, Sara Nagel, and Mark Gerbi. Also present was Stephen Jones, Little Falls School District, Jon Radermacher, City of Little Falls, Ex-Officios; and Chad Coauette, Susan Nanik, Jeremy Schwartz, Paul Drange, Marcus Miller, Travis Bautz, Mike Carlson, Jamie Loken, Monica Klimek, Dean Greising, Keith Hanson and Danielle Wadsworth, NJPA staff.

Ms. Thiel moved, seconded by Mr. Thomas to accept the agenda as amended. Motion carried.

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

Mr. Carlson presented the monthly Financial Reports and a year-to-date budget update.

Ms. Neprud moved, seconded by Mr. Zylka to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #90010 to #90044 and #96282 to #96500. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve all Wire Transfers #198 to #222. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers-Employee Expense reimbursements #629 to #711. Motion carried.

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

- Updated Membership Agreements Members added February 1-28, 2018 Motion carried.
- Mr. Hanson gave a day in the life of an NJPA employee presentation on his role as a Principal Accountant & Treasurer.
- Mr. Drange gave an update on Regional Programs.
- Ms. Nanik gave an update on the Facilities and Human Resources Departments.
- Mr. Carlson gave an update on the Finance and Risk Management Departments.
- Mr. Loken gave an update on the Information Communication Technology Department.
- Mr. Miller gave an update on the Legal and Government Relations Departments.
- Mr. Bautz gave an update on the Marketing and Membership Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments and an update on the contracts awarded in February as noted in Appendix A.

Ms. Thiel moved, seconded by Mr. Zylka to approve NJPA 2018-2019 Staffing & Program Recommendations and Rationale. Motion carried.

Mr. Wilson made the following board Committee Appointment:

- a. Organizational Incentive Metrics Team: Mark Gerbi and Scott Veronen
- b. TIES Initiative Committee: Greg Zylka and Mark Gerbi
- c. Minnesota Service Cooperative Committee: Mike Wilson and Barb Neprud

Mr. Gerbi moved, seconded by Mr. Thomas to approve hiring:

- Tamara Filippi, Nonprofit & Other Government Associations Membership Specialist; effective April 9, 2018
- Jake Huebsch, Senior Planner; effective April 9, 2018

Motion carried.

Ms. Nagel moved, seconded by Mr. Zylka to accept the retirement of Julie Mertens, Technology Integrationist; effective June 30, 2018. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to accept the following resignations and open positions:

- Tom Morgan, Contract Administrator; effective April 2018
- Joe Morgan, Contract Administrator; effective April 2018

Motion carried.

Ms. Thiel moved, seconded by Mr. Thomas to approve the following Job Descriptions and open positions:

- Manager of IT Systems and Services
- Software Developer III

Motion carried.

Ms. Nanik gave the staffing update.

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

Mr. Wilson reviewed the National Conference dates along with other meeting dates.

Mr. Gerbi moved, seconded by Mr. Thomas to adjourn the meeting at 7:06 p.m. Motion carried.

APPENDIX A NJPA PROCUREMENT DEPARTMENT BOARD ITEMS - March 2018 equesting Board permission to Solicit the following categories: CONSENT AGENDA ITEMS equesting Board permission to Re-Solicit the following categories: NEW CONTRACT 122017-AMI Sewer Vacuum, Hydro-Excavation, and Street Sweeper Atlantic Machinery, Inc quipment, with Related Accessories and Supplies 122017-EXP Sewer Vacuum, Hydro-Excavation, and Street Sweeper Exprolink Inc. quipment, with Related Accessories and Supplies" 122017-FSC Federal Signal Corp. "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" 122017-GPV GapVax Inc. "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies' Global Environmental Products, Inc. 122017-GEP Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" Gradall Industries, Inc. 122017-GRD Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" 122017-HVC Hi-Vac Corporation "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" Johnston North America 122017-JTN "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies* NiteHawk Sweepers, LLC 122017-NHK "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies* 122017-RVL RapidView, LLC Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" 122017-SWZ Schwarze Industries, Inc. "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" Sewer Equipment Company of America 122017-SCA "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" TYMCO, Inc. 122017-TYM Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies" New ezIQC Contracts State of Ohio - Cleveland F.H. Paschen, S.N. Nielsen & Associates LLC OHGCAGCOMA-020618-FHP OHGCAGCOMB-020618-FCL Foti Contracting Johnson-Laux Construction OHGCAGCOMC-020618-JLC OHGCAGCOMD-020618-CCE Centennial Contractors Enterprises Inc Regency Construction Services OHGCAGCOME-020618-REG Irizar Electric LLC OHGCAEOMA-020618-IEL OHGCAHVOMA-020618-TKC The K Company, Inc OHGCAHVOMB-020618-CCG Custom Controls Group, LLC West Roofing Systems, Inc. OHGCAROMA-020618-WRS OHGCAROMB-020618-CCG Custom Controls Group, LLC Barbicas Construction Co Inc OHGCAAPOMA-020618-BCC **Empire Paving LLC** OHGCAAPOMB-020618-EMP Ohio Paving & Construction OHGCACOMA-020618-OPC Platform Cement Inc. OHGCAWUIOMA-020618-PLC Price Builders & Developers Inc OHGCAGCMBA-020618-PBD Henderson Contracting Company LLC OHGCAGCMBB-020618-HCC CONTRACT EXTENSIONS 5th YEAR RENEWALS ezIQC RENEWALS Adrian L. Merton Incorporated MD05ME01-031417-ALM Adrian L. Merton Incorporated MD03ME01-031417-ALM Centennial Contractors Enterprises, LLC VA01HGC-021417-CCE Centennial Contractors Enterprises, LLC. VA04NGC-021417-CCE Centennial Contractors Enterprises, LLC. VA01VGC-021417-CCE Comfort Systems USA VA01NM-021417-CFS VA01HM-021417-CFS Comfort Systems USA I B Abel Inc MD02EL01-031417-IBA Infinite Energy Construction. Inc. KS01A-031516-IEC L.S. Black Contractors. Inc. MN018-031516-LB0 L.S. Black Contractors. Inc MN03B-031516-LB0 L.S. Black Contractors. Inc MN02B-031516-LB0 Paige Industrial Services MD06EL01-031417-PAI Paige Industrial Services MD05GC03-031417-PAI MD06GC01-031417-PAI Paige Industrial Services Paige Industrial Services MD03GC03-031417-PAL Paige Industrial Services MD03EL01-031417-PAI Paige Industrial Services MD05EL01-031417-PAI Vigil Contracting, Inc MD05ME02-031417-VGI Vigil Contracting, Inc. MD05EL02-031417-VGL

## Form C

## $\frac{\text{EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,}}{\text{AND SOLUTIONS REQUEST}}$



Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
ootion page	Specification	Блеерноп	
			THE PART OF THE PA
***************************************			and the contract of the contra
oser's Signatur	re:		_ Date: 12/18/17
NJPA's clar	rification on exceptions listed abov	re:	
			*

#### Contract Award RFP #122017

#### FORM D



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

## SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER 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:RapidView, LLC	Date:12/11/2017
Company Address:1828 Olson Rd	
City: Rochester	State:IN Zip:46975
CAGE Code/Duns & Bradstreet Number:	
Contact Person:Steve Keranko	Title:Director of Sales
Authorized Signature:	Steve Keranko

## **CERTIFICATION OF ELIGIBLES**

LORI GRUEBEL COMMISSIONER OF PERSONNEL  PT1 RECEIVED  DATE CHANGE FORM RECEIVED  ROSTER ENTRY MADE  VET CR RECORDEDEL LIST ANNOTATED			TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE  [] This Certification Not Used Because  [] Request Name of More Eligibles  [] No Additional Names Now Required  Appointing Authority Must Sign and Date this Form on or before 09/26/2020 and return on or before 10/26/2020  Appointing Authority:						
TO: TERESA KENNY, SUPERVISOR  Dept/Agency: TOWN OF ORANGETOWN /TOWN OF ORANGETOWN				Pate: Title:  FROM: Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970					
TITLE	: ORMATION SERVCES & EQPT SPLST (NETWRK SYSTEM)	LOCATION: TOWN	OF O	RANGETO	OWN	EXAM NUMBE	R/PUBLIC NO: 20017/		
NUMB	ER OF CANDIDATES ON CERT:	POSITIONS: 1 / NOMN /F			DATE OF CERTIFICATION: 08/12/2020				
UNLESS	CTED - LACKS CLEARANCE ON THE PRACTICAL S NOMINATED BY APPOINTING AUTHORITY AND O OR ARE WAIVED FOR EACH CANDIDATE.	. ,							
#	NAME AND ADDRESS	FINAL EXAM RATING		//O EDITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE	
1.	LENIHAN, MATTHEW  44 BOCKET ROAD  PEARL RIVER, NY 10965  (914) 523-1110 (home)  (914) 523-1110 (work)  MLENIHAN@ORANGETOWN.COM  * RESTRICTED *	74.00	0.0	0 /4.00					

***Final rating includes any veteran or disabled credits shown***

READ CAREFULLY THE INSTRUCTIONS PROVIDED FOR USE OF THIS FORM

Issuing Agency Signature

Appointing Authority Signature

Warrant Reference Approved for payment in the amount of	Warrant # 080520 081820	\$ \$	Amount 172,706.21	
Approved for payment in the amount of				
	081820	\$	40= 00= 40	
			497,095.48	
	Total	\$	669,801.69	
PROVAL FOR PAYMENT	AUD	ITING BOA	RD	
Councilman Gerald Bottari				Councilman Paul Valentine
Councilman Thomas Diviny				Councilman Denis Troy

**Town Of Orangetown** 

**DATE: August 18, 2020** 

Supervisor Teresa M. Kenny

## TOWN OF ORANGETOWN FINANCE OFFICE MEMORANDUM

TO: THE TOWN BOARD

FROM: JEFF BENCIK, DIRECTOR OF FINANCE

**SUBJECT:** AUDIT MEMO

**DATE:** 7/29/2020

CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/11/2020 consists of 2 warrants for a total of \$669,801.69.

The first warrant had 69 vouchers for \$172,706.21 and was for utilities.

The second warrant had 126 vouchers for \$497,095.48 and had the following items of interest.

- 1. Bauer-Crowley (p4) \$124,162 for insurance renewals.
- 2. Capasso & Sons (p7) \$68,562 for recycling.
- 3. De Lage Landen (p8) \$15,908 for golf cart leases at Blue Hill.
- 4. Johnson Controls (p17) \$5,388 for HVAC servicing at Town Hall.
- 5. Ken's Tree Care (p18) \$11,709 for emergency tree removal.
- 6. NYPA (p22) \$22,054 for streetlight project.
- 7. Tilcon (p38) \$78,045 for Highway materials.
- 8. Verde Electric (p40) \$5,075 for traffic control maintenance contract.
- 9. Virtuit Systems (p40) \$5,043 for IT work.
- 10. WW Grainger (p42) \$5,440 for Highway equipment.

Please feel free to contact me with any questions or comments. Thank you.

Jeffrey W. Bencik, CFA 845-359-5100 x2204