

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

The Rockland 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

Michael Kezner  
(Signature)

Michael Kezner, Planner  
(Print Name and Title)

Rockland County Planning Dept.  
(Name of Agency)

Encl.

TOWN OF ORANGETOWN  
2020 JUL 21 A 10:28  
TOWN CLERK'S OFFICE

**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 § (l) & (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 Orangetown Planning Board agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

7-22-2020  
Date

C. Coopersmith for Tom Warren  
(Signature)

Chairman.  
(Print Name and Title)

Planning Board.  
(Name of Agency)

Encl.

TOWN OF ORANGETOWN  
2020 JUL 31 A 11: 07  
TOWN CLERK'S OFFICE

**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**

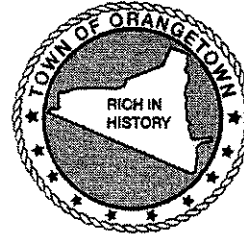
# Town of Orangetown

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

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

e-mail: [tclerk@orangetown.com](mailto:tclerk@orangetown.com)

website: [www.orangetown.com](http://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 § (l) & (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-l & 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,

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

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 § (l) & (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.

A handwritten signature in black ink, appearing to read "Rosanna Sfraga", with a long horizontal flourish extending to the right.

Rosanna Sfraga, Town Clerk

Encl.

CC: Orangetown Planning Board

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

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

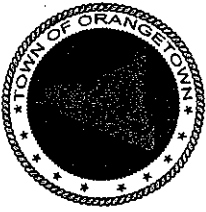
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Name of Agency)

Encl.



ROSANNA SFRAGA  
TOWN CLERK

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

Municipality: TOWN OF ORANGETOWN

Date Sent: July 2020

Board: [X] Town Board [ ] Town/Village Meeting Date: August 18, 2020

File Name: A proposed change to the Town of Orangetown Code, to change the Code of the Town of Orangetown, Chapter 43, Article IV, Amendment to Town Code / Chapter 43, Article IV / Special Permit Temporary Outdoor Storage of Vehicles, declaring its intention to act as Lead Agency under SEQRA; making the preliminary determination that the proposed action is an "unlisted" action under SEQRA; directing that a SEQRA letter be circulated

Contact Person: Robert Magrino, Town Attorney
Address 26 W Orangeburg Road, Orangeburg, New York 10962

Referral Agencies

(Please indicate the agencies that have also received copies of this application)

- [ ] RC Highway Department
[ ] RC Division of Environmental Resources
[ ] RC Drainage Agency
[ ] RC Department of Environmental Health (Sewers, Water, Mosquito Code, Underground Tanks)
[ ] RC Sewer District #1
[ ] NYS Department of Environmental Conservation
[ ] NYS Department of Transportation
[ ] NYS Thruway Authority
[ ] NY-NJ Trail Conference (Long Path)
[ ] Palisades Interstate Park Commission
[ ] US Army Corps of Engineers
[ ] Cornell Cooperative Extension of Rockland County
[X] RC Department of Planning
[ ] Adjacent Municipality:
[X] Other: TOWN OF ORANGETOWN PLANNING BOARD

Pursuant to the General Municipal Law Article 12-B, Section

239 (n) [ ] Subdivision
239 (l) & (m): [ ] Site Plan [ ] Variance [ ] Special Permit [X] Zone Change/Amendment
[ ] Other - Please list

Location of Parcel(s): Various

Acreage of Parcel (s) Minimum Lot Acreage Proposed -

Existing Sq. Footage Proposed Sq. Footage

The Property in Question Lies Within 500 Feet of: (Potential Development Sites)

- [ ] County Road [ ] State Road, Thruway, or Parkway
[ ] County Stream [ ] State Park
[ ] County Park [ ] Village, Town, or County Boundary
[ ] County or State Facility [ ] The Long Path

Map \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) 1 Map Date \_\_\_\_\_  
Map \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) \_\_\_\_\_ Current Zoning: \_\_\_\_\_

**Brief Project Description: 1)** – Proposed amendment to the Town Code Chapter 43, Article IV, §4.3 regarding Special Permits to permit the outdoor storage of vehicles, under certain enumerated conditions.

2) N/A

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**Variances Needed (if applicable)**

**Required**

**Provided**

Variances Needed (if applicable)	Required	Provided
_____	_____	_____
_____	_____	_____
_____	_____	_____

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, Additions are underlined, Deletions are stricken. 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.
  - b. 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.



# Rockland County

Ed Day, Rockland County Executive

RECEIVED

JUL 27 2020

## 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

SUPERVISOR'S OFFICE

**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 buffer 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 (O-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

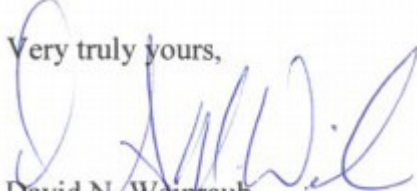
Christopher Day  
Supervisor  
Town of Orangetown  
26 Orangetown Road  
Orangeburg, NY 10962

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.

Very truly yours,  
  
David N. Weinraub

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
Christopher Day  
Town of Orangetown

\_\_\_\_\_  
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 >>>*

### 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

**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.



**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.

**WATER RESOURCES:** Our science-driven, 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.

**CONSTRUCTION SERVICES:** Clients rely on AKRF to manage 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.

**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.



**A**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.



**A**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 private partnership (P3) strategy



***Environmental, Planning, and Engineering Consultants***

34 South Broadway  
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White Plains, NY 10601  
tel: 914 949-7336  
fax: 914 949-7559  
[www.akrf.com](http://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.

<b>Not to Exceed Fee</b>	
<b>Task</b>	<b>Budget</b>
Task 1 <sup>(1)</sup>	\$6,000
Task 2	TBD
Task 3	TBD
<b>TOTAL</b>	<b>\$6,000</b>
<b>Notes:</b> 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.



Nina Peek, AICP  
Vice President, Director of Hudson Valley Office



Ashley Ley, AICP  
Senior Technical Director

**ACKNOWLEDGED AND ACCEPTED:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**For:** \_\_\_\_\_ **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.

### **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.

- 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 “Underlying Claim”), 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.

**7. 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

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.

**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.

## APPENDIX B

<b>AKRF Hourly Rate Schedule</b>	
<b>Employee Category</b>	<b>Hourly Rate</b>
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	



**TOWN OF ORANGETOWN  
ROCKLAND COUNTY, NEW YORK**

**\*\*\*  
REQUEST FOR PROPOSAL**

**FOR**

**PROFESSIONAL MECHANICAL ENGINEERING  
CONSULTING SERVICES**

**July 11, 2018**



**THIS REQUEST FOR PROPOSAL (“RFP”) CONSISTS OF TWENTY ONE  
PAGES. SUBMISSION OF A PROPOSAL WILL BE DEEMED  
ACKNOWLEDGEMENT OF THE RECEIPT OF THE ENTIRE RFP PACKAGE.  
IF YOU FAIL TO RECEIVE ANY PAGES, PLEASE CONTACT THE TOWN  
CLERK’S OFFICE AT #(845) 359-5100, EXT. 2263**

\*\*\*\*\*

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**LEGAL NOTICE**

**NOTICE TO PROPOSERS  
OF A REQUEST FOR PROPOSAL  
FOR  
PROFESSIONAL MECHANICAL ENGINEERING  
CONSULTING SERVICES**

**NOTICE IS HEREBY GIVEN** that proposals for **PROFESSIONAL MECHANICAL ENGINEERING CONSULTANT SERVICES, ORANGETOWN, NY**, will be received by the Town Clerk of the Town of Orangetown at the Orangetown Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, **until August 3, 2018, 11 A.M.**, at which time and place they will be publicly opened and read aloud.

The proposals shall be from **QUALIFIED ENGINEERING** firms having **EXPERIENCE IN PROVIDING MECHANICAL ENGINEERING CONSULTING SERVICES** as outlined in the SCOPE OF SERVICES section of this request.

The Town of Orangetown officially distributes bidding documents from the Town Clerk's Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those Proposers who obtain bidding documents from the Town Clerk's Office are guaranteed to receive addendum information if such information is issued.

The Town reserves the right to waive any informality or reject any or all proposals should the best interest of the Town thereby be promoted.

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 discretion of the Town Board.

Consistent with federal mandates, Requests for Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works," as those phrases are used in bidding statutes.

Proposals may be delivered to the Town Clerk at the above address by mail or in person. Proposals need not be delivered in sealed form. It is the intention of the Town not to disclose any proposal submitted prior to the opening date and time. However, the Town cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the

Town Clerk, with **“PROFESSIONAL MECHANICAL ENGINEERING CONSULTING SERVICES”** clearly marked on the outside of the envelope. Unintended disclosure will not prevent the Town from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

No Proposer may withdraw his/her/its proposal within forty-five (45) days after the date set for the opening therefor, but may withdraw his/her/its proposal at any time prior to the scheduled date for the opening of proposals.

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, ROCKLAND COUNTY, NEW YORK

Dated:

CHARLOTTE MADIGAN, Town Clerk  
of the Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
Tel. (845) 359-5100, ext. 2263

## PART I

### REQUEST FOR PROPOSAL FOR

#### 1. NOTICE

NOTICE IS HEREBY GIVEN that proposals for **PROFESSIONAL MECHANICAL ENGINEERING CONSULTING SERVICES** will be received by the Town Clerk's Office of the Town of Orangetown, at the Orangetown Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, **until August 3, 2018, at 11 A.M.**, at which time and place they will be opened and read.

Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

#### 2. NOT A COMPETITIVE BID

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works", as those phrases are used in bidding statutes.

Therefore, the TOWN OF ORANGETOWN (hereinafter sometimes referred to as the "TOWN") is not subject to competitive bidding procedures in making this RFP or determining an award to a Proposer who responds to this RFP.

#### 3. RECEIPT OF PROPOSALS

Proposals may be delivered to the Town Clerk's Office at the above address by mail or in person.

Proposals need not be delivered in sealed form. It is the intention of the TOWN not to disclose any proposal submitted prior to the opening date and time. However, the TOWN cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Town Clerk, with "**PROFESSIONAL MECHANICAL ENGINEERING CONSULTING SERVICES**" clearly marked on the outside of the envelope. Unintended disclosure will not prevent the TOWN from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

#### 4. PREPARATION OF PROPOSAL

- (a) Proposals must be submitted in quadruplicate. At least one copy shall be signed by an officer of the corporation empowered to contractually obligate the firm.
- (b) Include an hourly not-to-exceed fee for the services as outlined in PART II, Scope, broken down by element. Identify staffing levels for each item presented as a staff

hourly and fee estimate.

(c) Any proposals may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the opening date and time specified will not be considered. No Proposer may withdraw a proposal within forty-five (45) days after the actual date of the opening thereof.

## **5. QUALIFICATIONS OF PROPOSER**

(a) Only qualified Proposers, which term hereinafter may apply equally to persons providing a service, who have adequate experience, finances, equipment and personnel will be considered in determining the award.

(b) The TOWN may make such investigations as the TOWN deems necessary to determine the ability and qualifications of the Proposer to perform the work. The Proposer shall furnish to the TOWN all such information and data for this purpose as the TOWN may request. The TOWN reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the TOWN that such Proposer is properly qualified to carry out the obligations of the Proposal and to complete the work required to be completed therein. Conditional Proposals will not be accepted.

## **6. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the RFP shall be made to any Proposer orally. Each and every request for such interpretations shall be in writing, addressed to Jane Slavin, Director Via email at [jslavin@orangetown.com](mailto:jslavin@orangetown.com), with subject heading, "RE: REQUEST FOR INFORMATION-RFP-MEP", and shall be submitted by 10:00 AM on July 24, 2018. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP, which, if issued, will be emailed to all prospective Proposers (at the respective email addresses furnished for such purpose) not later than 5:00 PM on July 30, 2018. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under his/her/its Proposal submitted. All addenda so issued shall become part of the Agreement.

## **7. FEDERAL AND STATE LAWS AND REGULATIONS**

All applicable federal, state and municipal laws and rules and regulations shall apply to the Agreement, and they are deemed to be included herein, the same as though fully set forth herein.

## **8. AWARD OF AGREEMENT**

(a) An award will be made to the lowest qualified responsible and responsive Proposer. However, the TOWN reserves the right to waive technical non-compliance with a proposal if the deviation is minor or not substantial and if, in the opinion of the Town Attorney, it is in the best interests of the TOWN to do so. The TOWN reserves the right to reject any and all proposals.

(b) Any conditions set forth in a Proposer's proposal will be deemed a counter-offer and may render the proposal non-responsive.

(c) Only the Proposer who is awarded the Agreement in response to this RFP will be notified in writing by the Town Clerk's Office.

~~(d) A written Agreement will be executed by the successful Proposer, in form and substance as annexed (Part IV) to this RFP and as approved by appropriate resolution of the Town Board of the Town of Orangetown.~~

## **9. OBLIGATION OF PROPOSER**

At the time of the opening of Proposals, each Proposer will be presumed to have inspected, to have read and to be thoroughly familiar with the proposed Agreement and these specifications (including all addenda). The failure or omission of any Proposer to receive or examine any form, instrument or document, shall, in no way relieve any Proposer from any obligation with respect to his/her/its Proposal.

## **10. CONVICTION OF A CRIME**

If the CONSULTANT, or any officer, director or any individual or entity holding a controlling interest of the CONSULTANT (defined as five percent or more, or, in the case of a corporation, any stockholder owning five percent or more of the outstanding shares) is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law), related to the subject matter of the Agreement, or if a related or affiliated company, partnership or corporation is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law) related to the subject matter of the Agreement, after the Agreement is fully executed, the TOWN shall have the right to terminate this Agreement without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or similar entity, an "affiliate" means any individual partnership, corporation, proprietorship, association or other entity (1) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the CONSULTANT or any of its management personnel (as defined below) or directors, (2) which directly or indirectly holds 50% or more of the ownership interest in the CONSULTANT, (3) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the CONSULTANT, or (4) which, whether by contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the CONSULTANT. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The undersigned, having a principal place of business at \_\_\_\_\_

22 MULBERRY ST. MIDDLETOWN NY. 10940

and being experienced and responsible for the performance of same, proposes to provide **PROFESSIONAL MECHANICAL ENGINEERING CONSULTING SERVICES, 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK**, for the Town of Orangetown, in accordance with the Scope of Work and Contract Documents hereto attached for the submitted prices.

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

No contract is deemed to have been created until approved by the Town Board 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 contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

**Date:** 8.3.18

JOHN D. FELLENER  
Name

PRINCIPAL  
Title

FELLENER ENG. LLP  
Firm Name

JDF@FELL.P.COM  
Email Address



**PART II**  
**SCOPE**

**GENERAL INFORMATION**

The Town of Orangetown, through its Office of Building, Zoning, Planning, Administration and Enforcement, receives and reviews applications for permit(s) for construction and installation of related systems. The Town is seeking an agreement with a qualified individual, firm or corporation, to provide professional Mechanical Engineering Consulting Services for the review of Performance Standards and related system design(s) for projects applied for, designed and installed by API Industries, Inc. d/b/a Aluf Plastics, for premises located at 2 Glenshaw Street, Orangeburg.

The said property file(s) and related records are available to view only, at the Office of Building, Zoning, Planning, Administration and Enforcement office located at 20 Greenbush Road, Orangeburg, NY. The plans cannot be copied or removed from the building and are available for viewing Monday – Friday between the hours of 9:00 AM and 3:00 PM only.

**1. SCOPE OF SERVICES**

The CONSULTANT shall:

- a) Review all existing drawings, plans, specifications and engineering reports and submissions.
- b) Provide building and equipment surveys as required to determine and document existing equipment, openings and penetrations.
- c) Provide documentation of existing system(s) equipment installation and it(s) operation.
- d) Provide determination of airflow and exhaust and create dynamic models as required to document air flow based on room and building layout.
- e) Provide existing system design evaluation.
- f) Review current control measures in place and the applicants proposed solution to capture, condition and eliminate those emitting from the building.
- g) Make recommendations on system design and propose solution(s).
- h) Provide evaluation and approval of proposed system design.
- i) Attend meetings and perform construction inspection(s), as required to review and inspect the approved system design.
- j) Provide written documentation in the form of reports and/or drawings of all work

performed, at completion of each task, to the Town.

All information, documents, notes, studies, reports, pictures, etc. required to complete the work will be deemed the property of the Town.

~~Included with all Proposals, the TOWN requires a statement of history, which statement must include experience in the design, review and inspection of air emission control systems for industrial applications. Principals and corporate officers must be listed. The TOWN may conduct credit and criminal background checks on these individuals prior to final selection.~~

## 2. TERM

The term of the Agreement shall commence on or about the 15th day August, 2018, and continue until the 15<sup>th</sup> day of August, 2019.

## 3. SELECTION PROCESS

**Deadline for Proposals: All Proposals (in quadruplicate) must be received by the Town Clerk, no later than 11 am on August 3, 2018. Any Proposal received after that time will be rejected.**

The TOWN will review ENGINEERING candidate qualifications and rank them using the following general factors, as well as other information contained in the respective Proposals:

A. All Proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Only Proposals which, in the opinion of the Committee, meet the requirements of the RFP will be further evaluated.

B. Proposals, which pass preliminary review, will be evaluated on how well the Proposal meets the needs of the TOWN as described in the Proposer's response to the RFP. It is important that the responses be clear and complete so that the TOWN can adequately understand all aspects of the Proposal.

C. The TOWN will select those it deems to be the top Proposals for further review. The Proposer's submitting the top Proposals shall make a personal presentation to the TOWN, which presentations will be evaluated as well. Further, as part of the presentation, the TOWN reserves the right to request additional financial information from those Proposers making personal presentations.

D. A final decision to enter into Agreement will be made by the Town Board of the Town of Orangetown. Who will authorize the Supervisor to execute the Agreement, and any other instruments related thereto, with the final selected Proposer.

E. The award of an Agreement by the Town Board to the successful Proposer will be

Notice of Acceptance. The award of an Agreement will bind the Proposer to furnish the service in accordance with the terms and provisions set forth herein, responses to questions, the Proposer's Proposal, other representations made, as well as all other terms and conditions of the Agreement in its final form.

**PART III**

**PROPOSAL**

Opening Date: August 3, 2018 Time: 11:00 am.

Location: TOWN OF ORANGETOWN  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962

**NOTICE:** Proposals must be submitted on this form. In order to avoid "non-responsiveness", there must remain annexed hereto, upon submission, all of the attached Parts I - IV. In addition, one copy of each addendum received by Proposer must be annexed hereto upon the submission of this Proposal.

TO THE TOWN OF ORANGETOWN:

A. The undersigned \* John D. Feltenzel, acknowledging that he/she is an (~~officer~~) (~~member~~) (partner) (~~principal~~) of the Proposer and he/she has carefully examined the Request for Proposal, offers to furnish and deliver to the TOWN, in strict conformity with each and every provision of the Request for Proposal, all of the items awarded.

B. The Proposer is a (~~corporation~~) (~~limited liability company~~) (partnership) (~~sole proprietorship~~) (~~other specify: \_\_\_\_\_~~).  
State where formed: NEW YORK.

C. The undersigned hereby designates the following address as the office for the purpose of receiving any written notice permitted or required to be served upon the Proposer by any provision of the Request for Proposal, including, without limitation, Notice of Award of the Proposal:

\*\* 22 MULBERRY ST.  
MIDDLETOWN N.Y. 10940  
845-343-1481

\* Strike the three inapplicable capacities. If the Proposer is a foreign corporation, it must agree to accept service of process as provided herein (see paragraph 4).

\*\* This information must be supplied by Proposers, corporate and otherwise, and shall include the Proposer's **telephone number**.

D. (Paragraphs "D" and "E" shall bind only those corporate Proposers that are not organized and existing under the laws of the State of New York). If the Proposer is a foreign corporation or limited liability company, Proposer must submit a certificate that it is authorized to do business in the State of New York and in the County of Rockland.

~~E. The undersigned, a foreign corporation or limited liability company, agrees: that personal service of process in any civil action, lawsuit or legal proceeding instituted by the TOWN against the undersigned arising out of this RFP or Agreement may be made by certified mail return receipt requested ("CMRRR"), addressed to the undersigned at the address referred to in paragraph "C" of this Proposal, above, unless a different address within the State of New York be specified below, in which event, service of process, via CMRRR, as aforesaid, may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefor by the undersigned by notice in writing to the TOWN.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. By submission of this proposal, the undersigned, and each person signing on behalf of the undersigned certify, under penalty of perjury, that:

(1). The Fees in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Fees with any other Proposer or with any competitor;

(2). Unless otherwise required by law, the Fees which have been quoted in this proposal have not been knowingly disclosed by the undersigned, and will not knowingly be disclosed by the undersigned, prior to opening the Proposal by the TOWN, directly or indirectly, to any other Proposer or to any competitor;

(3). No attempt has been, or will be, made by the undersigned to induce any other person, partnership, limited liability company or corporation to submit or not submit a Proposal for the purpose of restricting competition.

(4). No officer, agent, owner, principal, Member or employee of the Proposer is personally interested, directly or indirectly, in the Request for Proposal or the compensation to be paid thereunder, and

(5). No representation, statement or statements, oral or in writing, has induced Proposer to enter into the Request for Proposal excepting only those contained in Parts I – IV hereof or made part hereof by its terms.

G. I hereby acknowledge receipt of the following addenda set forth below

Addendum No.	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____

H. The proposal made by the foregoing shall be irrevocable for forty-five (45) days or such greater period after the date on which the TOWN opens the same as set forth in paragraph "1" of the RFP.

I. Proposer does hereby certify that no officer, partner, director, Member or any person holding an ownership interest (defined as owning five percent [5%] or more of the LLC, Member or corporate stock shares) has been convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law).

J. The attached Request for Proposal embodies the minimum requirements of the TOWN: Proposers are encouraged to offer additional or supplementary services or incentives to the TOWN.

K. Required Format of Proposals:

Proposals must be submitted in the format as described below. Proposals shall be well organized and written in a concise, clear, complete and legible manner.

Proposals (one original, two copies) must be submitted in printed form. Topics should be addressed in the following order.

- **Proponent Profile:** A description of the Consultant's organization, size, services provided, areas of expertise and length of time in operation must be addressed. Contact information, company name, primary contact, mailing address, email, and telephone number must be provided.
- **Proponent's Staff Qualifications / Experience:** Resumes and / or qualifications and experience of the proponent's key personnel who will work on this project. Specify who will be the lead consultant. We would ask that swimming pool experience be highlighted where possible.
- **References:** Three references for similar projects completed in the last 10 years must be provided along with a description of those projects. If there are special concerns or restrictions on the Regional District's use of any reference, these concerns must be addressed in the proposal. Please include project name, contact person and contact information. We would ask that swimming pool references be highlighted where possible.
- **Fees:** The proposal will define the fees for the Proponent's services and shall be

broken down into Phases. Provide an estimate of reimbursable expenses in performing the work and a Schedule of Hourly rates of staff. We would also ask that you identify the number of site trips that you anticipate for each Phase of the work.

- **Professional Liability Insurance:** Provide proof of Professional Liability Insurance within the proposal.

L. Evaluation Process:

The proposals submitted in response to this RFP will be evaluated by the Town Board, Town of Orangetown. Proposals will be evaluated using the following criteria:

- Company profile and size
- Previous experience on similar projects.
- References.
- Qualifications of key personnel.
- Fees

**IN WITNESS WHEREOF**, the undersigned has caused this proposal to be signed and delivered as of the date first herein set forth and agrees to furnish the services, carry-out the Agreement and perform the work in accordance with all the terms, provisions and conditions of the Request for Proposal.

DATE: 8.3.18

FEDERAL TIN/EIN# 06-1258178

FELLENZER ENGINEERING LLP

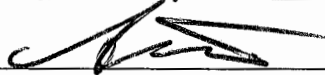


(print the legal name of Corporation, Limited Liability Company, individual or firm, and any d/b/a name, above)

By: JOHN D FELLENZER, PRINCIPAL

(print name and title/position above) PARTNER

Sworn to before me this 3~~rd~~ day of AUGUST, 2018

  
\_\_\_\_\_  
Notary Public

SCOTT A. RAINATO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RA6321043  
Qualified in Orange County  
My Commission Expires March 16, 2019

## PART IV

### GENERAL CONDITIONS

#### 1. INSURANCE

(a) The CONSULTANT shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional engineering services. The Consultant shall agree to maintain in full force and effect during the term of the contract Workers Compensation Insurance.

(b) The CONSULTANT shall furnish the above insurance to the TOWN and shall also name the TOWN as an additional insured in said policies.

(c) Insurance Covering Special Hazards: The following special hazards shall be covered by a rider and/or riders to the policy and/or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance, in amounts as follows: Automobiles and Automobile Trucks – limits shall be the same as required under General Liability Insurance as hereinbefore specified.

(d) Defense of Action or Suits: Neither the TOWN, nor any of its officers, officials, employees or agents, shall, in any manner, be answerable, liable or responsible for any loss or damages that may happen to the d Premises, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the performance or operation of the Agreement, except as a result of the TOWN's negligence, or its acts or omissions. Neither the TOWN, nor any of its officers, officials, employees or agents, shall be in any manner answerable, liable or responsible for any injury or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether staff or employees of the CONSULTANT or otherwise, or for damages to any property, whether belonging to the employees of the CONSULTANT or otherwise, or for loss or damages to any property, whether belonging to the CONSULTANT or others, occurring during, or resulting from, the performance or operation of the Agreement. The CONSULTANT shall properly guard against all injuries, loss and property damages. The CONSULTANT shall indemnify, defend and save harmless the TOWN, its officers, officials, employees and agents against all such injuries, losses damages and compensation arising out of or resulting from CONSULTANT's performance, operation, carrying out, execution or conducting any aspect of this Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability. The CONSULTANT shall, from the commencement of the term of the Agreement until completion, termination, revocation, cancellation or expiration thereof, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the CONSULTANT and the TOWN, and shall furnish duplicates of the insurance policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an

insurance company or companies reasonably approved by the TOWN.

(e) The CONSULTANT shall furnish the TOWN with satisfactory proof of coverage of the required insurance policies.

Each insurance policy and certificate shall have endorsed thereon:

~~“No cancellation of or change in the policy shall become effective until after ten (10) days’ written notice to the Town Attorney, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962.”~~

(f) If, at any time, any of the said insurance policies shall, in the reasonable judgment of the TOWN, be or become unsatisfactory to the TOWN as to form or substance, or if a company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to CONSULTANT in writing of same, CONSULTANT shall promptly procure a new insurance policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided. Upon failure of CONSULTANT to procure, furnish, deliver and maintain such insurance policies as above provided, this Agreement may, if such policy or policies are not secured within ten (10) days after written notice to cure is given to CONSULTANT, at the election of the TOWN, be forthwith declared cancelled, revoked or terminate, and the security deposit, letter of credit, bond or other monetary undertaking made by CONSULTANT to the TOWN, securing the faithful performance of the CONSULTANT under, and its compliance with, this Agreement, shall thereupon be retained by the TOWN as liquidated damages. Failure of CONSULTANT to procure and/or maintain any required insurance policies shall not relieve CONSULTANT from any responsibility or liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of CONSULTANT concerning defense and indemnification. All required insurance policies must be in full force and effect and continued so during the Term of the Agreement.

(g) The total amount of insurance coverage set forth in ¶23(b)(1) herein may be increased by the TOWN during the term of this Agreement, or any renewal option Term hereof, if reasonably deemed in the best interest of the TOWN.

## **2. HOLD HARMLESS**

The CONSULTANT, in addition to any policies of insurance procured and maintained pursuant to this Agreement, agrees to defend, save, indemnify and hold harmless the TOWN, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding, regardless of origin or nature, arising out of the CONSULTANT’s performance, operation, carrying-out, execution or conducting of any aspect of this Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability, and whether or not a negligent act or omission is claimed, and the CONSULTANT agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney’s fees incurred therein, or, at the option of the TOWN, shall, at the CONSULTANT’s own expense, defend any and all such actions.



### **3. VIOLATIONS, BREACHES AND DEFAULTS**

(a) Should CONSULTANT or any of its owners, partners, Members, principals, or controlling stockholders, be convicted of a felony crime, the TOWN may terminate, revoke and/or cancel this Agreement by notice, in writing, immediately effective on mailing, as though it were the time provided for the expiration of the Term hereof.

(b) Should the TOWN, in the discretion of the Town Board, determine that CONSULTANT is not operating, carrying-out or performing the Agreement in compliance with any the terms and provisions hereof, the Town Board shall give the CONSULTANT ten (10) days' notice to cure, in writing, specifying in what manner the CONSULTANT is not operating, carrying-out or performing, and/or the problems or conditions to be cured or corrected, which notice shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises. In the event the CONSULTANT's deficiency, inadequacy, lack of and/or failure in operating, carrying-out or performing under the Agreement, and/or the problems or conditions, are/is not corrected or cured within said ten (10) day cure period, the Town Board may adopt a Resolution to revoke, terminate and/or cancel the Agreement. In the event said Resolution is adopted by the Board, a certified copy of the Resolution shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises and the Agreement shall thereupon be revoked, cancelled and/or terminated, without further notice, as though it were the time provided for the expiration of the Term hereof. In the event this Agreement is revoked, cancelled and/or terminated as aforesaid, all rights and privileges of the CONSULTANT herein shall be forfeited without any claims for damages, compensation, refund of its investment, expenses or costs of improvements, if any, or any other claim whatsoever against the TOWN.

### **4. NOTICE**

Where provision is made herein for notice to be given in writing, unless otherwise prescribed herein, the same shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises; and delivered and/or sent to the TOWN via the same manner at or to TOWN Hall at the address set forth in the first paragraph of this Agreement.

The failure of the TOWN to insist upon strict performance of any of the terms, provisions agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the TOWN may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the terms, provisions, agreements, conditions and covenants herein contained. This Agreement may not be changed, modified, revised, cancelled or terminated orally.

## **5. PERFORMANCE**

The CONSULTANT agrees well and truly to perform and faithfully observe and comply with any and all covenants, conditions, agreements, terms, promises and provisions prescribed herein. The CONSULTANT further agrees to defend and indemnify, and save and keep harmless, the TOWN, and its officers, officials, agents and employees, from and against all liability, liens, judgments, costs, claims, damages, costs and expenses of whatsoever kind, which may in any way be suffered by the TOWN, or its officers, officials, agents or employees, or which may accrue against or be charged to, or recovered from, the TOWN or its officers, officials, agents or employees, by reason or in consequence of the performance, execution or operation of, or as a result or in consequence of the privileges granted under, the Agreement, or for or on account of any act or thing done or suffered or omitted to be done under the authority, or supposed authority, of such grant. Notwithstanding any other provision to the contrary, CONSULTANT shall not be responsible for the acts or omissions of the TOWN, its agents, officials, officers and/or employees.

## **6. RELATIONSHIP TO THE TOWN**

The CONSULTANT shall be legally considered an independent contractor and neither it, nor its staff or employees, shall, under any circumstances, be considered employees, servants or agents of the TOWN, and the TOWN shall, at no time, be legally liable or responsible for any negligence, carelessness or recklessness on the part of said CONSULTANT, or its servants, employees or agents, resulting in either personal injury or property damage to any individual, business entity or firm or corporation.

## **7. MISCELLANEOUS PROVISIONS**

(a) The failure of the TOWN to insist upon the strict performance of any of the provisions, terms, promises, conditions and covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the TOWN may have, and shall not be deemed a waiver of any subsequent breach, violation or default of any such provisions, terms, promises, conditions or covenants herein contained.

(c) If any term, provision, covenant, promise or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Agreement shall be valid and remain in full force and effect.

(d) Nothing herein contained shall be deemed or construed so as to create an automatic renewal of the Term of this Agreement.

(i). If the TOWN, in the discretion of the Town Board, determines that the

CONSULTANT is not operating, carrying-out or performing the Agreement in compliance with any the terms and provisions hereof, then the TOWN may issue Requests for Proposals ("RFPs") to the general public.

(j). This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**8. MODIFICATION**


This Agreement contains the complete and entire agreement made between the TOWN and CONSULTANT, and may not be modified, changed or revised orally or in any other manner other than by an agreement, in writing, signed by all of the parties or their respective successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed by their authorized officers and have caused their corporate or business entity seals to be affixed hereto.

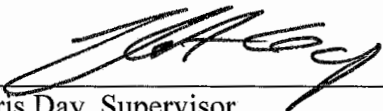
Dated: Orangeburg, New York

9.24, 2018


FELLENZEN ENG LLP, CONSULTANT

By:   
[PRINT NAME OF SIGNATORY  
BENEATH SIGNATURE]

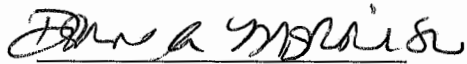
TOWN OF ORANGETOWN

By:   
Chris Day, Supervisor

Sworn to before me this 24  
day of SEPT., 2018

  
Notary Public  
**SCOTT A. RAINATO**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RA6321043  
Qualified in Orange County  
My Commission Expires March 16, 2019

Sworn to before me this 5th  
day of October, 2018

  
Notary Public

**DONNA A. MORRISON**  
Notary Public, State of New York  
No. 01MO5081099  
Qualified in Rockland County  
Commission Expires June 30, 2019

PART V

NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A 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 the 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 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 furnish with the bid a signed statement which sets forth in details 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 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 the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

DATED: 8.3.10

SIGNED: 

FELLENZON ENG. LLP

FOR: \_\_\_\_\_

**TOWN OF ORANGETOWN  
SPECIAL TOWN BOARD MEETING  
SATURDAY, SEPTEMBER 8, 2018**

This Special Town Board Meeting was opened at 8:12 am. Supervisor Day presided and the Rosanna Sfraga, Town Clerk, called the roll.

Present were: Supervisor Chris Day  
Councilman Denis Troy  
Councilman Thomas Diviny  
Councilman Valentine  
Councilman Gerald Bottari

Also Present were: Rosanna Sfraga, Town Clerk  
Joseph Thomassen, Deputy Clerk  
Jeff Bencik, Finance Director  
James Dean, Superintendent of Highways  
Jane Slavin, Director of OBZPAE  
Aric Gorton, Superintendent of Parks, Recreation & Building Maint

**RESOLUTION NO. 545**

**ENTERED STBM / 2019 DEPARTMENT  
HEADS' BUDGET PRESENTATIONS**

Supervisor Day offered the following resolution, which was seconded by Councilman Bottari and was unanimously adopted:

RESOLVED, the Town Board entered this Special Town Board Meeting at 8:12 am for the purpose to hear 2019 Department Heads' Budget Presentations.

Ayes: Supervisor Day  
Councilpersons Bottari, Troy, Diviny, Valentine  
Noes: None

**RESOLUTION NO. 546**

**AWARD CONTRACT (RFP)  
PROFESSIONAL MECHANICAL  
ENGINEERING SERVICES &  
ENGINEERING CONSULTING  
FELLENZER ENGINEERING, LLP**

Councilman Valentine offered the following resolution, which was seconded by Councilman Troy and was unanimously adopted:

WHEREAS, the Director of OBZPAE duly advertised a Request for Proposal for Professional Mechanical Engineering Consulting Services, which were received and publicly opened on August 3, 2018; a copy of the Affidavit of Publication, Notice of Posting is labeled Exhibit 09-C-18, and made a part of these minutes. Now, Therefore, Be It

RESOLVED, upon the recommendation of the Zoning Board of Appeals (ZBA), Fellenzer Engineering, LLP, Middletown, NY is awarded this contract, in the amount of \$43,576.00, with a projected reimbursable for CFD sub-consultant amount of \$30,000.00.

Ayes: Councilpersons Valentine, Troy, Diviny, Bottari  
Supervisor Day  
Noes: None

**RESOLUTION NO. 547**

**ADJOURNED**

Councilman Valentine offered the following resolution, which was seconded by Councilman Bottari and was unanimously adopted:

RESOLVED, at 12:30 pm, the Town Board adjourned this Special Town Board Meeting.

Ayes: Councilpersons Valentine, Bottari, Troy, Diviny  
Supervisor Day  
Noes: None

\_\_\_\_\_  
Rosanna Sfraga, Town Clerk

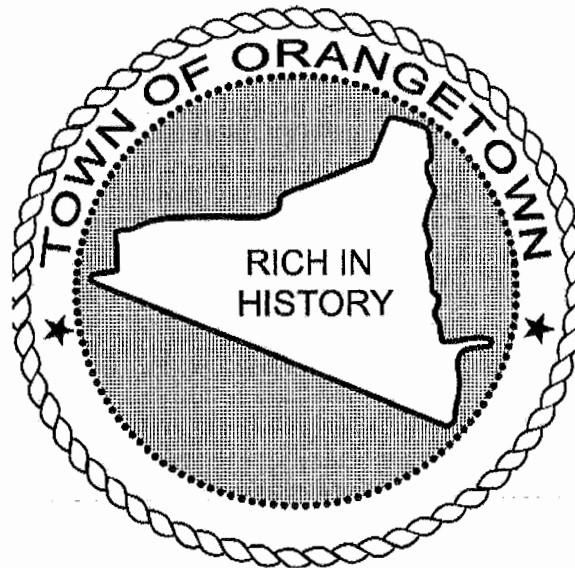


**FELLENZER III**  
ENGINEERING LLP

Consulting Engineers In: NY, NJ, PA, CT, VT, MA, RI

**Town of Orangetown  
Professional Mechanical Engineering Consulting Services**

**FEE PROPOSAL**



EE-Project No. 18-123

**Prepared For:**  
Town Clerk of the Town of  
Orangetown  
Orangetown Town Hall  
26 Orangeburg Road  
Orangeburg, NY 10962

**Attention: Charlotte Madigan, Town  
Clerk**

August 3, 2018

**Prepared By:**  
**Fellenzer Engineering, LLP**  
22 Mulberry Street, Suite 2A  
Middletown, NY 10940  
845-343-1481

Contacts: John D. Fellenzer, P.E.  
Mark D. Fellenzer, P.E.

[www.fellp.com](http://www.fellp.com)

**FEE PROPOSAL**

Please see the attached Fellenzer Engineering, LLP Fee Proposal documents:

- Estimated Fee Proposal
- 2018 Hourly Rate Schedule (14% Discount Applied)

Note: Lump Sum project estimates can be provided upon determination of project scope(s).

Typical costs using a blended average rate:

Board Meeting (Night) .....	\$400
½ Day .....	\$625
Full Day .....	\$1,100
Weekly (40 Hours) .....	\$5,200



Town of Orongestown August 3, 2018												
Orangeburg, NY												
Improvements to ALUF Practices O&E Controls												
Fellizzer Engineering LLP - Estimated Fee Proposal 22 Mulberry Street, Middletown, NY 10940												
Phase	Task	Principal	PE/PM	S. Eng.	Sr. Desgn.	Ess.	Desgn.	BIM	Coord.	Admin.	TOTAL	Est. Fee
1.	EXISTING CONDITIONS											
	A. REVIEW PERFORMANCE STANDARDS	4	4								4	\$632
	B. REVIEW SYSTEM DESIGN	4	4								8	\$1,196
	C. VISIT SITE TO INVESTIGATE COMPLIANCE WITH STANDARDS											
	1. DOCUMENT OPENINGS IN & OUT	2	2								2	\$1,542
	2. IDENTIFY EQUIPMENT & OBSERVE OPERATION	2	2								4	\$1,070
	3. OBSERVE LOCAL CONTROL OF ODORS	2	2								4	\$1,116
5.	MEASURE AIR FLOWS INTO AND OUT OF FACILITY	2	2								4	\$1,226
	PHOTOGRAPH SYSTEMS	2	2								4	\$754
	MEET WITH OWNERS REP	2	2								4	\$598
	DOCUMENT REPORT	2	2								4	\$1,554
Sub-Total		18	20							4	60	\$9,688
2.	COORDINATE SUB-CONSULTANT FOR CFD MODEL											
	A. DEVELOP BID CRITERIA	2	4								4	\$1,128
	B. ANALYZE BIDS AND MAKE RECOMMENDATION	2	4								4	\$598
C.	REVIEW CFD REPORT AND COMMENT	2	4								6	\$880
	Sub-Total		6	10							4	20
3.	STUDY PROBLEMS											
	D. DETERMINE SOURCE OF ODORS	2	4								6	\$880
	E. REVIEW CURRENT CONTROL MEASURES	1	4								7	\$958
	F. REVIEW EXISTING BASIS OF DESIGN FOR ODOR CONTROL	1	4								9	\$1,194
	G. DEVELOP ALTERNATIVES FOR BETTER CONTROL	1	2								11	\$1,384
	H. RESEARCH EQUIPMENT	1	2								11	\$1,384
	I. GENERATE DRAWINGS TO EXPLAIN CONCEPTS	1	2						12		19	\$1,824
	J. CALCULATIONS	1	2								6	\$754
	K. ANALYZE COST OF ALTERNATIVES	4	2								6	\$914
	L. REPORTS											
	1. SITE OBSERVATION REPORT	1	1								4	\$1,255
	2. REPORT ON RECOMMENDATIONS										2	\$737
	a. SUMMARIZE FINDINGS	1	1								2	\$1,114
	b. DOCUMENT MOST LIKELY CAUSE OF PROBLEMS	2	2								10	\$1,160
c. ANALYZE ALTERNATIVES	4	4								10	\$1,160	
d. DISCUSS RECOMMENDATIONS FOR IMPROVEMENT	2	2								4	\$598	
K. MEETINGS												
1. ORIENTATION MEETING WITH TOWN REPRESENTATIVES	2	2								4	\$598	
2. MEET WITH FACILITY REPRESENTATIVES	2	2								4	\$598	
3. MEET TO REVIEW EXISTING CONDITIONS	2	2								4	\$518	
4. MEET TO REVIEW CFD REPORT	2	2								4	\$518	
5. MEET TO REVIEW ANALYSIS AND FINDINGS	2	2								4	\$598	
6. MEET TO REVIEW RECOMMENDATIONS REPORT	2	2								4	\$598	
Sub-Total		22	44						12	10	142	\$17,584
Expenses (Allow)												\$1,900
Phase I Totals												\$31,778
Phase II												
1.	CONSTRUCTION											
	A. REVIEW CONSTRUCTION DOCUMENTS PREPARED BY OTHERS	2	4								4	\$1,352
	B. REPORT ON COMMENTS OF REVIEW	2	2								4	\$530
	C. REVIEW BIDS FOR CONSTRUCTION	2	2								4	\$722
	D. REVIEW SUBMITTALS FROM CONTRACTOR	2	2								4	\$2,418
	E. SITE VISIT AT 50% AND 100% OF CONSTRUCTION	16	16								20	\$2,452
	F. MEASURE AIR FLOWS INTO AND OUT OF FACILITY	8	8								10	\$1,226
F.	REPORTS FOR 50% AND 100% OF CONSTRUCTION	4	4							4	10	\$1,002
	G. MEET TO DISCUSS FINAL OBSERVATIONS	4	4								8	\$1,196
Sub-Total		8	22						14	14	92	\$10,898
Engineering Totals												\$42,676
Expenses (Allow)												\$900
Grand Total (Estimated)												\$43,576



**Principals:**

Mark D. Fellenzer, P.E., LEED AP  
John D. Fellenzer, P.E., MBA

**Founder:**

Archie D. Fellenzer, Jr., P.E.  
(1924 - 2014)

**LONG TERM HOURLY PROJECT CONTRACTS  
2018 DISCOUNTED (-14%) ENGINEERING FEE SCHEDULE  
EFFECTIVE JANUARY 1, 2018 TO DECEMBER 31, 2018**

**CATEGORY/HOURLY RATE**

Principal (P.E.) .....	\$158.00
Project Engineer (P.E.) .....	\$141.00
Project Manager .....	\$124.00
Senior Engineer .....	\$118.00
Senior Designer .....	\$103.00
Engineer .....	\$ 96.00
Designer .....	\$ 84.00
CAD/BIM Designer .....	\$ 84.00
CAD Operator .....	\$ 76.00
Administrative Support .....	\$ 62.00

**EXPENSES**

Auto Travel .....	\$0.535 cents per mile, plus tolls & parking
Hotel, air travel, meals, etc. ....	Cost + 10%
UPS, Federal Express Charges .....	Cost + 10%

**IN-HOUSE PRINTING**

Standard Size* Paper B&W Plot .....	\$ 5.00 each
Standard Size* Paper Color Plot .....	\$ 7.50 each
Standard Size* Vellum B&W Plot .....	\$11.50 each
Standard Size* Mylar B&W Plot .....	\$29.75 each
Photocopies (8-1/2" x 11") .....	\$ 0.20/page

\*Standard size equals up to E size sheet. Larger sizes shall be charged an additional, proportional cost. For copies of paper drawings, an additional charge of \$5.00 per sheet will be added to the print /plot cost. Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.10 times the expense.

**TERMS AND CONDITIONS**

- Refer to contract for applicability of these itemized charges.
- A service charge of 1.5% shall be applied on account balances not paid within 30 days after rendering of statement.
- Accounts 60 days past due will be notified and work will stop.
- Accounts 90 days past due will be referred for collection.
- A retainer is required on new accounts and as indicated in the contract.
- The retainer will be applied to the final invoice of an account.

**Fellenzer Engineering, LLP**  
**General Terms and Conditions of Agreement**

The engagement of Fellenzer Engineering, LLP (FE) by client is under the following terms and conditions and is an integral part of the collective agreement between client and FE.

**A. GENERAL**

1. The fee estimate for the proposed scope of services is valid for 60 days from the date of proposal. Upon authorization to proceed, the fee rates shall remain in effect for a period of one (1) year. FE reserves the right to revoke the fee estimate by giving notice thereof to the client.
2. All schedules set forth in the attached scope of services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice. FE reserves the right to require the client to pay an advance retainer before continuing with any work on the project.
3. FE reserves the right to require written authorization from the client before commencing any work on any additional services. Any fee adjustment required shall be established at that time.
4. All documents produced by the FE under this Agreement shall remain the property of FE and will not be used by the client for any other endeavor without the consent of the FE. The client further agrees to indemnify and hold harmless FE from any claims and damages that arise due to the alteration, reuse, or misuse of FE's work Product.
5. FE is not responsible for delays caused by factors beyond the FE's reasonable control. When such delays beyond FE's reasonable control occur, the client agrees FE is not responsible for damages, nor shall FE be deemed to be in default of this Agreement.
6. The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice. In the event of any termination, FE shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses. Until FE is paid in full all sums due it, FE shall not be obligated to turn over to the client any of its work products, including drawings, specifications, calculations, notes and other documents generated by FE.
7. It is understood that the scope of work defined in this agreement is based on the information provided by the client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, additional services may be required, the scope of work may change even as the work is in progress. FE shall make reasonable effort to contact the client when a change in the scope of work appears necessary, and the client, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
8. Unless otherwise agreed in writing, the client will furnish FE with right-of-way access to the site and structure(s) in order to conduct the planned exploration or field services. FE shall take reasonable precautions to minimize damage to the site and structure(s) due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the client provides a written request, FE will restore any damage to the site and/or structure(s) and add cost of restoration to the fee.
9. Record drawings, if requested by client, shall be prepared at additional cost based on information provided by the installing contractor(s). FE will not be responsible for the accuracy of this information, nor for any errors or omissions which may appear in the record drawings as a result.
10. FE shall have no responsibility for the discovery, presence, or removal of any hazardous material on the project site, however, these services can be provided at additional cost if requested by the client.
11. FE and/or its authorized sub-consultant will conduct the research that in its professional opinion is reasonable with respect to the assumed locations of existing underground improvements. Such services by FE or its sub-consultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which FE relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against FE and anyone for whom FE may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by FE.
12. If any provision of this Agreement shall be prohibited or found invalid under applicable law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision in this agreement being prohibited or invalid.
13. This contract is the entire agreement and replaces all previous representations.
14. All services shall be performed by FE using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
15. Presence/Discovery of Mold and/or other Hazardous Materials.  
Unless specifically included in writing, both parties acknowledge that FE's Scope of Services does not include any services related to the presence of mold or other hazardous materials. In the event that FE or any other party encounters any mold or other hazardous materials on or about the Project site, or should it become known to FE that such materials may be present on or about the

Project site or any adjacent areas that may affect the performance of FE's services, FE may, at its option and without liability for consequential or any other damages, suspend performance of the FE services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the mold or other hazardous materials. The Client agrees to bear all costs, losses and expenses, including the cost of FE's additional services, arising out of or in any way connected with the discovery of mold or other hazardous materials.

16. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and FE agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
17. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related to the services under this Agreement, in accordance with Paragraph A15, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

#### **B. ENERGY CONSERVATION & LEED SERVICES**

1. As part of our customary services, Fellenzer Engineering LLP shall incorporate various LEED technologies and energy conservation measures to reduce the long term global and local energy consumption of the facility. These techniques and technologies employed are not guaranteed to reduce energy consumption unless such measures and guarantees are specifically identified and guaranteed within the project scope and signed contract.
2. For designs involving public projects, if at the conclusion of the design and completion of the project, the energy conservation measures taken result in meeting or exceeding the IRS Section 179D qualifications, Fellenzer Engineering LLP shall have the option of applying for the appropriate deductions and allowed by IRS regulations. As part of this application, the client shall be notified of our application in writing.

#### **C. INVOICING AND PAYMENT**

1. Invoices will be rendered monthly and become due 15 days after invoice date. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of one (1.5) percent per month (18 percent annual interest rate).
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this agreement, FE shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this agreement.
3. Invoice payments must be kept current for the work to continue. If the client fails to pay any invoice due to FE within 30 days of the date of invoice, FE may, without waiving any other claim or right against Client suspend services under this agreement until FE has been paid in full all amounts due FE and / or any of its consultants and sub-contractors and shall not be responsible for any consequential damages arising from said work stoppage.
4. Invoicing for out-of-pocket expenses including copying, travel, and overnight mailing shall be billed as per the attached rate sheet.
5. Regardless of any credit terms that may be granted by FE to Client, FE may, at its sole discretion, require payment of an invoice in full at the time of delivery of a design submission.
6. Services not indicated and which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or on an hourly basis at rates in effect the time the services are performed, plus reimbursable expenses as previously defined.
7. Payment to FE is the sole responsibility of signatory of this agreement and is not subject to third party agreement.

#### **D. ALLOCATION OF RISK**

1. FE agrees to carry the following insurance during the term of this agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the client requires insurance coverage or limits in excess of FE's normal policies, and it is available, client agrees to reimburse FE for such additional expense.
2. The client shall indemnify and hold harmless FE and its officers and employees on account of any claims, damages, losses, litigation, expenses, and reasonable attorney's fees arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the client, its agents, employees, professional consultants or subconsultants other than FE in connection with this project.
3. For any such damage on account of any error, omission, or other professional negligence, FE's liability will be limited to the greater of \$50,000.00 or the amount equal to the total engineering fee on this project as set forth in the project's contract. If, due to FE error, any required item or component of the project is omitted from the construction documents, FE shall not be responsible for

paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event shall FE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

4. For projects involving work on existing buildings, some assumptions may be made regarding existing systems and conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations. It is understood that these assumptions cannot be verified without damaging or destroying existing construction materials, which is outside the scope of our professional services.
5. For inspection and report / study projects, it is understood that only conditions that are both present and apparent at the time of the site visit are covered and that the report is not a guarantee or warranty.
6. FE shall not be liable to any person that is not a party to the written agreement as to any statement, representation, and/or calculation set forth in the drawings, specifications, calculations, notes and other documents generated by FE.
- ~~7. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or FE, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.~~
8. The Client and FE agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by FE and, therefore, that the final construction cost of the Project may exceed the estimated construction cost and/or contractor's bid price. The Client agrees to set aside a reserve in the amount of 7 percent of the Project construction costs and/or contractor's bid price (whichever is greater) for all rehabilitation and renovation projects and 5 percent of the Project construction costs and/or contractor's bid price (whichever is greater) for all other projects as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees to make no claim by way of direct or third-party action against FE or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

E. **CONSTRUCTION SUPPORT SERVICES**

1. It should be understood that the presence of FE's field representative shall be for the purpose of providing observation of the construction work. Under no circumstances is it FE's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. FE's observation of the work will not relieve the contractor of his responsibility to complete the project in accordance with the contract plans and specifications.
2. The presence of FE's field representative at the site is to provide the client with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. It is understood that FE shall not be responsible for job or site safety on the project.
3. The client agrees to supply FE with specifications, plans and other necessary materials for the project pertinent to providing the services.
4. Any estimate prepared by FE of the probable construction cost of the project or any part thereof is not to be construed nor is it intended, as guarantee of the actual contracted cost.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

The foregoing terms and conditions supersede any other terms and conditions set forth in any other document exchanged between the parties hereto.



**FELLENZER III**  
ENGINEERING LLP

Consulting Engineers In: NY, NJ, PA, CT, VT, MA, RI

**Town of Orangetown**  
**Professional Mechanical Engineering Consulting Services**



EE Project No. 18-123

**Prepared For:**  
**Town Clerk of the Town of**  
**Orangetown**  
**Orangetown Town Hall**  
**26 Orangeburg Road**  
**Orangeburg, NY 10962**

**Attention: Charlotte Madigan, Town**  
**Clerk**

August 3, 2018

**Prepared By:**  
**Fellenzer Engineering, LLP**  
**22 Mulberry Street, Suite 2A**  
**Middletown, NY 10940**  
**845-343-1481**

**Contacts: John D. Fellenzer, P.E.**  
**Mark D. Fellenzer, P.E.**

[www.fellp.com](http://www.fellp.com)

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**Please see our Fee Proposal contained in a separate document.**

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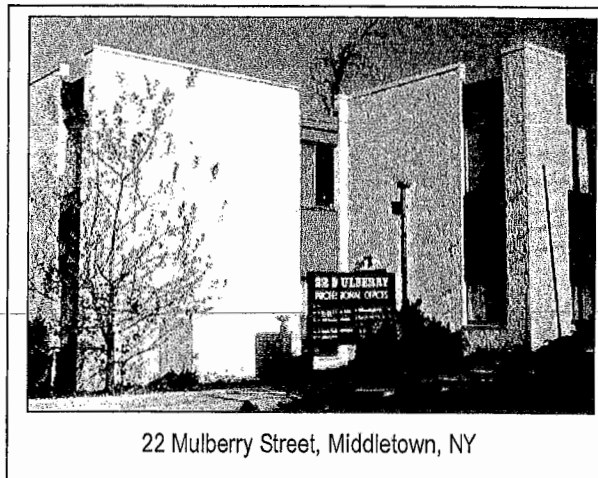
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## SECTION I INTRODUCTION

FELLENZER ENGINEERING, LLP  
22 MULBERRY STREET, SUITE 2A  
MIDDLETOWN, NEW YORK 10940  
845-343-1481 (V) 845-343-4986 (F)

181 CHURCH STREET, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601  
845-454-9704 (V) 855-320-8735 (F)  
www.fellp.com



Size: 28 persons in 2 offices

Years in Business: 62

Company Partners: John D. Fellenzer, P.E., MBA, LEED Green Associate  
Mark D. Fellenzer, P.E., MSE, LEED AP

Contact: Person: John D. Fellenzer, P.E., MBA, LEED Green Associate

NAICS Codes: 541310, 541330, 541340, 541490

Federal Qualifications: **Veteran Owned Small Business (VOSB)**  
**Certified HUB-Zone**  
**Certified Small Business**

Project: Town of Orangetown  
Professional Mechanical Engineering Consulting Services



Fellenzer Engineering, LLP is a full service professional engineering firm dedicated to providing consulting services in the areas of:

1. Code Compliance Review
2. Code Compliance Inspection
3. Building and Equipment Surveys
4. MEP Existing Conditions
5. Mechanical (HVAC) Engineering Analysis and Design
6. Electrical Engineering Analysis and Design
7. Plumbing Engineering Analysis and Design
8. Life Safety and Fire Protection Design
9. Site/Civil Engineering Analysis and Design
10. Construction Period Services and Construction Administration

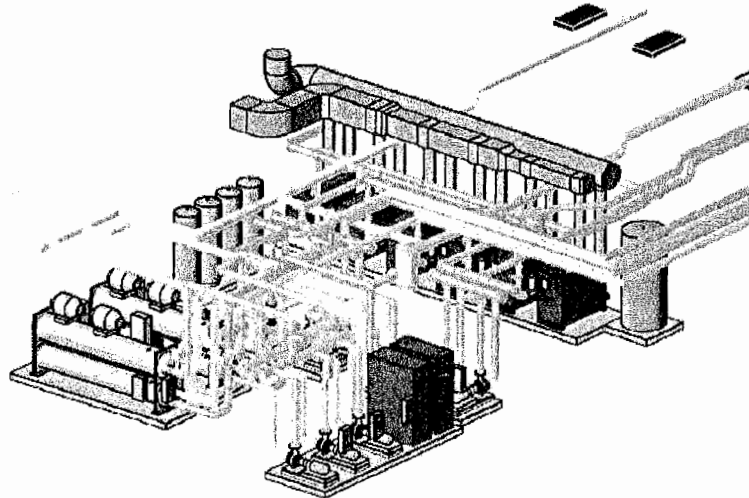
In the past 62 years our office has completed thousands of Engineering and Site/Civil reviews, analysis and designs for both new construction, renovation and adaptive reuse projects. Fellenzer Engineering, LLP has provided design services for new and existing office, industrial and medical buildings, school/university campuses, hospitals/medical centers, municipal buildings, as well as institutional, commercial, residential and recreational type facilities.

The main points that make Fellenzer Engineering, LLP the ideal choice to provide the requested services are as follows:

- **3 Dimensional System Modeling (BIM/REVIT):** Building Information Modeling/REVIT is the most advanced version of 3-D building modeling. Since 2009, Fellenzer Engineering, LLP is fully trained and functional in the latest advancements as a design tool for our office and for our clients.

This advanced CAD feature requires the Design Team to complete the project using real time building parameters. Moreover, this technique allows the client to view the completed design in full 3-D imagery.

The end result is a 3-D virtual model in which all elements are fully coordinated, significantly reducing delays during the construction phase.

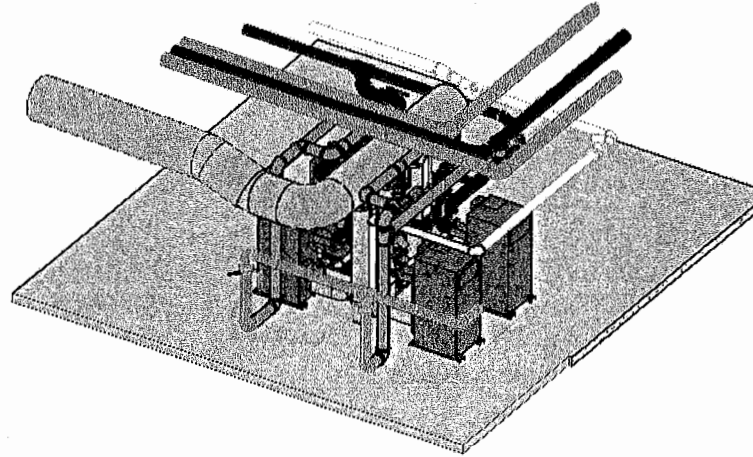


#### BUILDING INFORMATION MODELING (BIM) TECHNOLOGY

- **Expert Engineering:** Our team's dedicated staff of highly skilled and trained individuals including engineers, architects, CAD specialists, and administrative support personnel have the knowledge and ability to provide technical reports, designs and construction administration.
- **Experience:** Our office has completed thousands of projects for public and private entities throughout New York State. We are very experienced with all phases of MEP designs for building renovations, construction, and site improvement projects.
- **Qualifications:** Fellenzer Engineering, LLP is a focused MEP Engineering Design firm serving the states of NY, NJ, PA, CT, VT, MA, and RI. Our Project Team Leader and our Project Engineers are all New York State Licensed Professional Engineers and Architects with a combined experience of over 110 years.
- **Independent Verification:** We have the ability to independently verify existing and new construction, as we regularly use a number of diagnostic tools, including a Dranetz electric meter/measuring device, combustion deficiency tester, and airflow-measuring hood. We also regularly use the Carrier E20-II software program for load calculation and energy modeling.
- **History:** Our team's work with and understanding of the procedures and requirements of Town of Orangetown is backed by an organization that has been in business for over 60 years, focused on providing MEP services to the Hudson Valley, Capital District and surrounding tristate area.

Attached is a description of our company and how our team will provide the professional expertise necessary for the success of this project.

We are pleased to provide additional information at any time upon request.



*SUNY Orange Bio Tech Boiler BIM Design  
Middletown, NY*



## **SECTION II SCOPE OF SERVICES**

### **PROJECT TEAM MANAGEMENT**

Fellenzer Engineering, LLP will approach the design aspects of this project in accordance with the AIA guidelines, modified for the project specific tasks. This approach follows the AIA design criteria, which may be modified for project specific requirements, but generally will include the following phases:

#### **I. Phase I (Pre-Schematic Design – MEP Programming)**

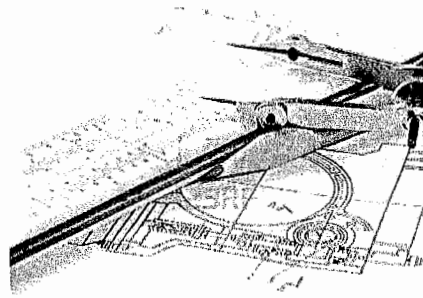
- ◆ Provide a written scope of the MEP systems and alternatives.
- ◆ Provide an Economic analysis of the proposed system and alternatives.
- ◆ Establish the final MEP project scope, budget and schedule.

The programming phase starts with the introduction of the project parameters and ends with the establishment of the Basis of Design Report, including a detailed project scope, budget and schedule. In this phase, the Principal-in-Charge and the Project Manager work together with the Owner to establish and document the project parameters.

The final document consists of a written report detailing the project scope (MS Word), project sketches (AutoCAD), cost, budget and economic analysis estimates (MS Excel), and a project schedule (MS Project). This document becomes the working plan for project completion.

#### **II. Design Phases**

- ◆ Schematic Design Phase (35%)
- ◆ Design Development Phase (65%)
- ◆ Construction Document Phase
- ◆ 95% Construction Document Phase
- ◆ 100% Construction Document Phase
- ◆ Final Construction Documents/Bid Documents Phase



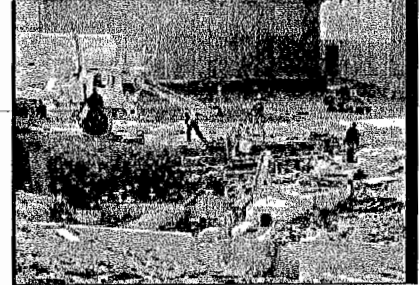
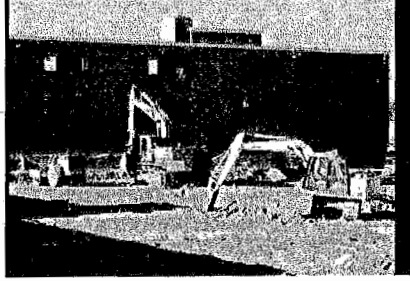
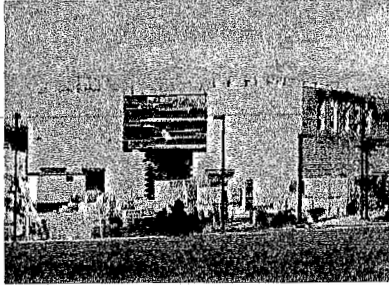
The design phase is where the project transitions from concept to design reality. The Project Manager takes on the daily responsibilities for the complete design, including interacting with the client and the facility's local staff, onsite investigations and regular project communications.

At each intermediate point during the design phases (project milestones) the Project Manager will schedule a meeting with the client and the Principal-in-Charge to review the phase completion elements, cost and budget estimates and the project schedule. Costs, Budgets and Schedules are updated and validated as the project progresses through each of the phases.

As part of a project assignment our office intends to provide economic analysis necessary to determine the most cost effective energy savings design – from a technical and analytical standpoint. Therefore, in addition to the standard phase related cost estimates, we propose to provide the projected energy reductions, cost of energy and an economic analysis in Net Present Value terms at each of the major phases to validate and confirm anticipated payback periods and therefore project value.

#### **III. Construction Phase (Construction Administration and Commissioning)**

The construction phase is where the project transitions from design reality to physical reality. The Project Manager and the design team will follow the project through from the initial kick-off construction meeting to the final close-out and completion of the as-built plans.

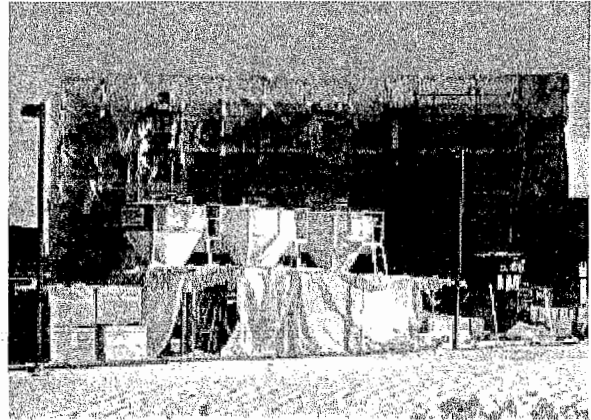
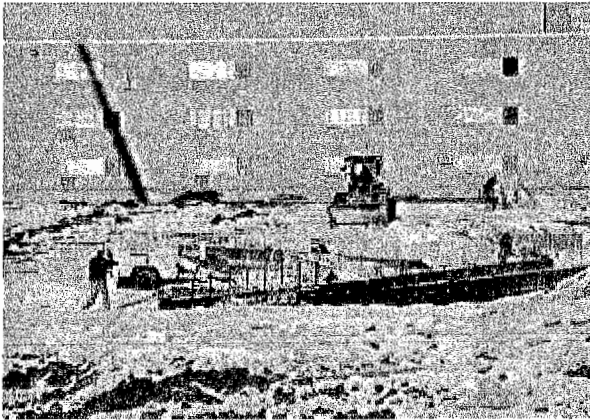


## DESIGN TEAM MANAGEMENT

### The Cross Functional Team

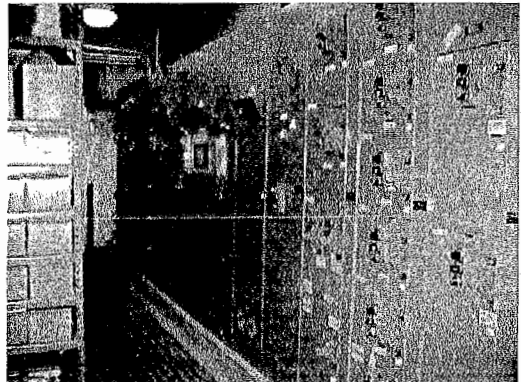
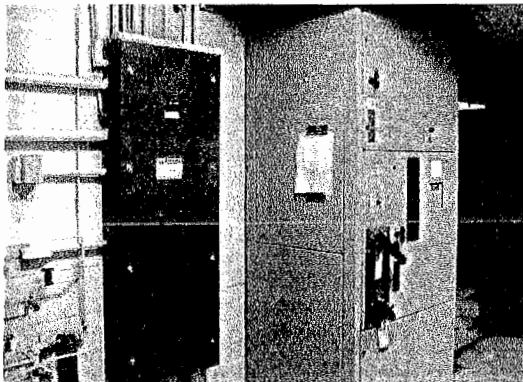
Fellenzer Engineering, LLP's design philosophy centers on the use of Cross Functional Design Teams that are directly involved with the project from inception through construction administration and project close-out. At a minimum, each cross functional team is comprised of a Principal-in-Charge, a Project Manager, an Electrical Engineer, a Mechanical Engineer (HVAC & Plumbing), a Civil Engineer, Environmental and Architectural consultants, and a CAD specialist. Other sub-consultants including Structural, Cost Estimating and the like may also be utilized as the project parameters are defined.

The Cross Functional Design Team will follow the project from inception through completion. By utilizing personnel involved from the start, consistency in design and function is assured. This approach allows the designer to coordinate and examine the project, guaranteeing that the intent and function of the project are met. Fellenzer Engineering, LLP's Design Philosophy provides the best possible project continuity from inception through completion.



### The Project Manager

The Project Manager provides the technical oversight for the engineering designs and coordination of the various disciplines both in-house and with our sub-consultants. Every project follows our management plan, in that way we ensure a repeatable process and a quality product for our clients.



For each project, the Project Manager will select a unique blend of engineers and support staff (The Design Team) to provide the required engineering designs, cost estimating, specification writing and administrative support services.

The Design Team is managed by the Project Manager who provides technical support, guidance and quality control checks. For the client, this means that there is a single point of contact on all matters relating to the proposed solution throughout the entire course of the project.

This procedure allows the Project Manager, engineers and designers to examine the project during the construction phase, guaranteeing that the intent and function of the scope are met during the study phase and recommendations. Fellenzer Engineering, LLP has found this methodology as the best method of project management, and provides the best possible project continuity.

### **Site Visits & Final Inspections**

Site Visits are conducted periodically throughout the course of the study. These site visits are important in that they allow direct communication and a visual observation to ensure our recommendations are comprehensive and constructible.

A final meeting is conducted to discuss the final selected alternative or options in order that all stakeholders are fully informed and given the opportunity to review, assess, question and make recommendations.



## PROJECT CONTROL

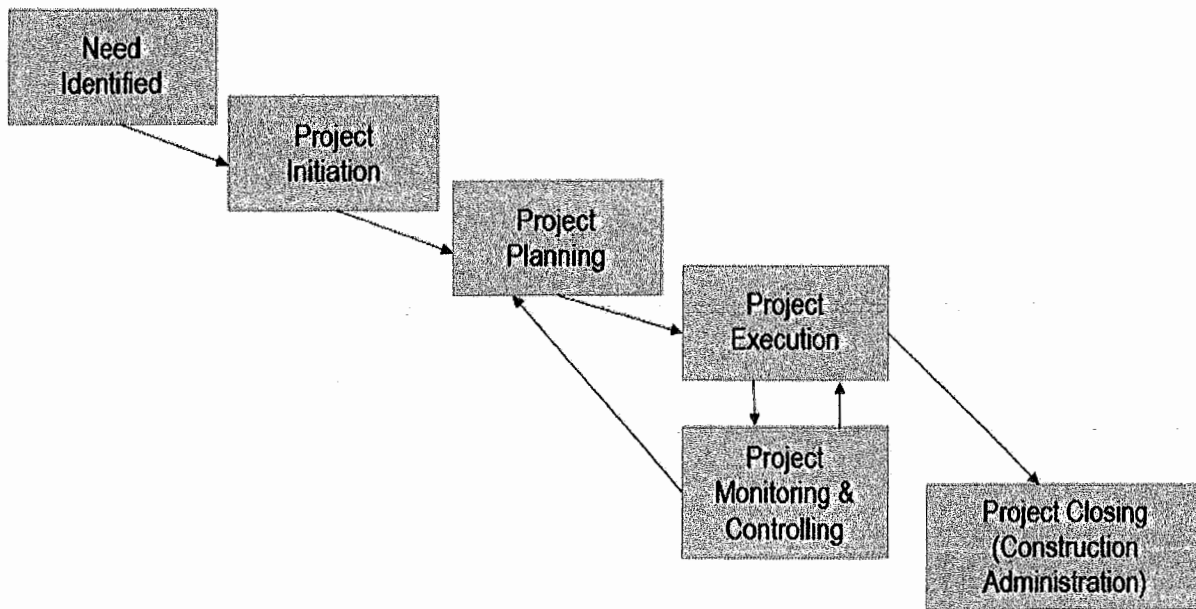
### Techniques Planned to Control the Schedule and Cost

Fellenzer Engineering, LLP utilizes the PMBOK Guide "A Guide to the Project Management Body of Knowledge" as our basis for project control. The PMBOK Guide is an internationally recognized standard that provides the fundamentals of project management as they relate to the process of design and construction.

By PMBOK definition, a project is a temporary endeavor undertaken to create a unique product, service or result. Regardless of the methodology employed, careful consideration must be given to the overall project objectives, timeline and cost, as well as the roles and responsibilities of all participants and stakeholders.

A project is unique and temporary in that there is a defined start (the decision to proceed) and a defined end (the achievement of the goals and objectives), and exists only after a decision by the Town of Orangetown is made to address a specific need, funding is available to support the need and a measurable goal or objective is defined.

### Project Management – The Process Flowchart



The project management processes that support the project phases are organized into five Project Management Process Groups. Each Process Group either interacts with the other Process Groups within a system development phase or across phases. These Process Groups are known as *initiating*, *planning*, *executing*, *monitoring & controlling*, and *closing*.

**Initiating** - The project Initiation Phase includes the process of being assigned a project, whereby Fellenzer Engineering, LLP completes a project estimate and cost proposal; the proposal is successfully negotiated; the Town of Orangetown assigns Fellenzer Engineering, LLP a project order; a Project Manager and the Design Team are developed; and concludes when a proposal is accepted and a project order is assigned to Fellenzer Engineering, LLP.

**Planning** - The Planning Phase occurs when the Town of Orangetown, the Project Manager and the Design Team establish the Project Scope, Budget (Cost) and Schedule. This typically occurs as an interactive meeting on-site and includes a full discussion of the project and a walkthrough of the project site (if a renovation).

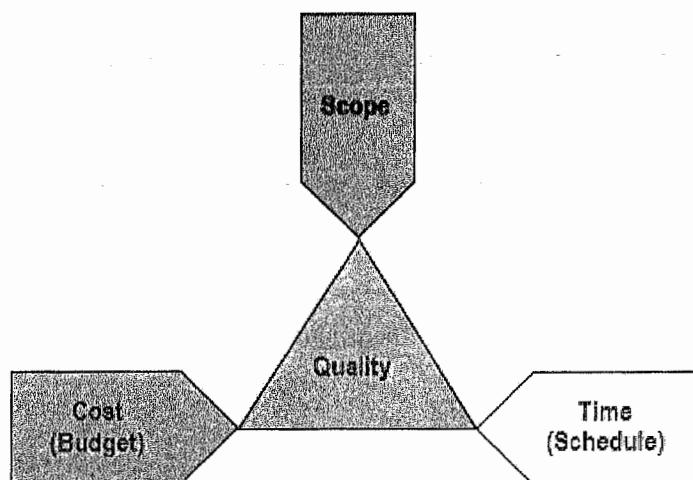
**Executing** - The Execution Phase of the project is the A/E project design. This is further broken down into the 5 design phases (Schematic Design, Design Development, Contract Documents, Bid Documents and Bidding & Negotiation Phases).

**Monitoring & Controlling** - The Monitoring & Controlling-Phase works in conjunction with the Execution Phase and the Planning Phase whereby the Project Manager oversees the project execution and interacts with both the Principal-in-Charge and a Town of Orangetown representative, with a specific review meeting held at the start and the end of each of the 5 design phases. It is critical to note that the project execution is an iterative process by which the final project design (100% CD's) is completed through appropriate decision making, feedback, review and execution as depicted in the Project Management Process Flowchart.

**Closing** - The Project Closing starts with the execution of the project construction and ends when the project is completed and accepted by the Town of Orangetown. The Project Manager and the Design Team responsible for the project design are the same personnel who review and oversee the project construction. This is also known as the Construction Administration Phase.

### The Project Management Triangle

The discipline of Project Management is about providing the tools and techniques that enable the project team (not just the Project Manager) to organize their work to meet the constraints of the Project Management Triangle, and it is the job of the Project Manager to enable the Design Team to organize their work to meet these constraints.



The project management triangle represents the various and often competing interests or constraints of a typical project. One side of the triangle cannot be changed without affecting the others, and all three constraints further affect the fourth, or central constraint, identified as quality.

- The scope constraint refers to what must be done to produce the project's end result.
- The time constraint refers to the amount of time available to complete a project.
- The cost constraint refers to the budgeted amount available for the project.

Increased scope typically means increased time and increased cost; a tight time constraint could mean increased

costs and reduced scope; and a tight budget could mean increased time and reduced scope.

### Scope

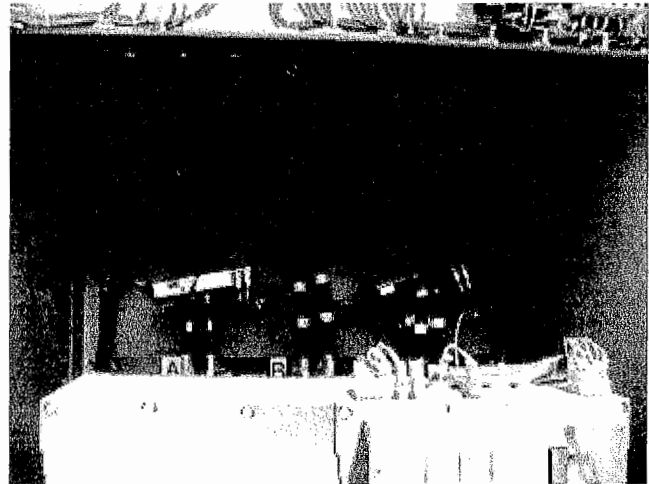
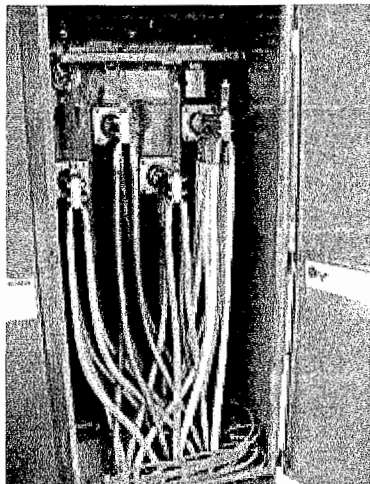
The project scope is established by the Team at the Initiation Phase and further developed at the Planning Phase in conjunction with the Client, the Principal-in-Charge and the Project Manager during the Planning Phase. At each sub-phase during the Execution of the design (Design Phase), the Scope is reviewed by the Principal-in-Charge, the Client and the Project Manager.

### Time (Schedule)

The Principal-in-Charge is responsible for preparing the Project Schedule. Fellenzer Engineering, LLP uses MS-Project for personnel and project scheduling, and will complete hourly estimates by trade and by individual for all assignments. From these hourly estimates and the project time frame, the quantity of people necessary to complete the job is established. We then follow the established schedule, while completing periodic checks and reviews on percent complete basis. This technique gives the Project Manager the ability to determine the project needs and required resources.

Our firm's size allows for quick turnaround of projects when needed. However, each project receives the personal attention of the Principal-in-Charge and Project Manager to assure continuity of service. In addition to our in-house staff, our team of sub-consultants greatly enhances our overall project dynamics, bringing to each project a carefully selected group of highly trained individuals that are experts in their related fields.

The targeted use of selected sub-consultants will ensure that our client receives the very best in each discipline. With such a highly diverse group of professionals, Fellenzer Engineering, LLP and its sub-consultants are capable of targeting specific project functions and developing project teams and project designs with complete confidence.



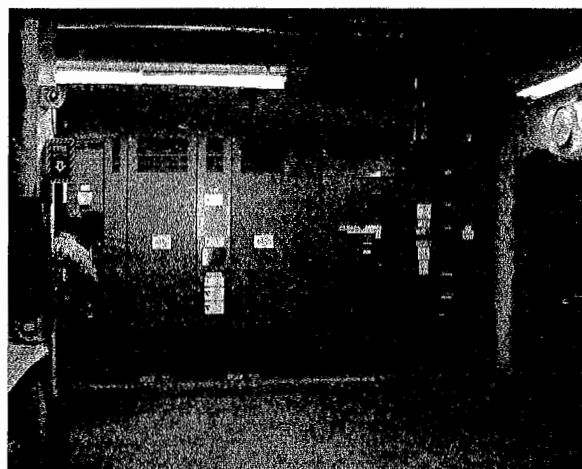
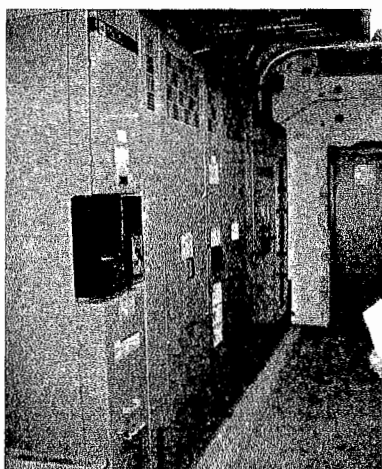
### Cost (Budget)

We utilize an Excel based cost estimate, tailored to the locality of construction. Fellenzer Engineering, LLP prides itself on our ability to design a project within the established budget. The basic technique used to accomplish this starts by developing a project scope and budgetary cost estimate in conjunction with the stakeholders and the client.

The project scope and cost estimate are further refined at each stage of the project, including schematic, design development and construction document phase completion. This type of cost estimating procedure provides a consistent forum for scope confirmation and project validation. The basis for success is the close working relationship established between the parties involved and the understanding of the goals and the budgets associated with the project.

Fellenzer Engineering, LLP remains innovative in our design approaches, however in no case do we utilize unproven technologies. Our overall goal is to provide our clients with the best practical solution, balancing project budgets and first-costs, with long-term maintenance and operating costs.

By utilizing this procedure, we are able to provide very accurate cost estimating. Additionally, this translates into good competitive bidding among contractors, which generally results in costs that are at or below the construction estimate.



## QUALITY CONTROL

### "The Ability for the Product to Meet or Exceed its Intended Purpose"

The Quality Control Principal is John D. Fellenzer, P.E., MBA. John's quality program is based on his experience in the industry and on his Master of Business Administration principles. John has applied these learnings to the practice of Professional Engineering, and has developed a program where potential deficiencies are identified during the design process, before the project is bid. The potential deficiency becomes part of the learning process, and ultimately molds the quality enhancements necessary for a quality product.

Check-sheets are completed at the beginning of the project as a guide in determining the overall scope and requirements. From there, these same check sheets are used by the designer and by the Project Manager as a tool to ensure a comprehensive and coordinated product.

#### Quality Program:

1. The quality control program begins with the designer or inspector. Our staff and the staff of our sub-consultants are highly skilled and qualified in their areas of expertise.
2. Designs are independently reviewed by senior engineers and discussed with the Project Managers, who oversee the project on a daily basis.
3. The Project Manager conducts a formal review at each milestone in the project, utilizing the check-sheets developed at the start of the project.
4. The Principal-in-Charge reviews the project design and the design of the sub-consultants, and the time schedule on an overall basis and provides a third "check" in the system. If an error is found in the product, firstly, the product is changed so that the error is eliminated. Moreover, during our quality review process, we identify how and where the quality defect has occurred and implement changes to correct the process and eliminate future errors.

At Fellenzer Engineering, LLP, quality is a continuous process. Consistent and permanent quality enhancements are enabled through identifying quality issues, determining the cause, and correcting the process. As such, quality control and product consistency are a function of the process used to achieve the desired outcome. Only changes in the process will result in effective quality changes and quality products.

All employees attend regular Professional Development seminars. These seminars enable each employee to increase their knowledge of the resources and products available within the industry.

Quality control begins with the continual internal review of our designs and continues through to our site construction observation services to verify the installation of the work in accordance with the design. During the Construction Phase, we continually monitor progress of the work and work collaboratively with the owner and contractor.

#### **Personnel Responsible for Schedule and Cost Control (Project Managers & Sub-Consultants)**

The Principal-in-Charge is responsible for overseeing the Project Management Process and the Project Management Triangle, and for coordinating these areas with any sub-consultant involved in the project design.

The Project Manager (PM) is responsible for Executing the Project Management Process and Project Management Triangle, coordinating the daily activities of the design team and sub-consultants to ensure all aspects of the project parameters are met. The PM is your day to day single point of contact for this project.

At each project milestone (Program, Schematic, Design Development, Construction Document and Construction Administration) the Project Manager and the Principal-in-Charge (in conjunction with the Architect and Owner) review the project design parameters in terms of Scope, Cost, Schedule and Quality, to ensure they meet the project parameters and the stakeholder's requirements.

By following this management plan, the project maintains proper design consistency throughout the design process. The Project Manager and the Design Team will remain as the assigned personnel on the project from inception through construction administration.

### **Cooperativeness**

Our professional team is proud to have a dedicated staff that has vast experience and has worked on our team for many years. Our firm provides an environment that is conducive to learning and expanding one's professional experiences.

Our firm's size allows for quick turnaround of projects when needed. However, each project receives the personal attention of a partner-in-charge and Project Manager to assure continuity of service.

Fellenzer Engineering, LLP uses MS-Project for personnel and project scheduling, and will complete hourly estimates for all assignments. From this hourly estimate and the project time frame, the quantity of people necessary to complete the job is established. We then follow the established schedule, while completing periodic checks and reviews on percent complete basis. This technique gives the Project Manager the ability to determine the project needs and required resources.

In addition to our in house staff, our team of sub-consultants greatly enhances our overall project dynamics, bringing to each project a carefully selected group of highly trained individuals that are experts in their related fields. The targeted use of selected sub-consultants will ensure that our client receives the very best in each discipline. With such a highly diverse group of professionals, Fellenzer Engineering, LLP and its sub-consultants are capable of targeting specific project functions and developing project teams and project designs with complete confidence.

## SUSTAINABLE DESIGN – LEED ACCREDITATION

### Design Philosophy

Proven Technologies, Net Present Value comparisons, and full client disclosure are the tenets that guide Fellenzer Engineering, LLP when approaching sustainable designs.

Mark D. Fellenzer, P.E., a Principal Partner at Fellenzer Engineering, LLP is a LEED Accredited Professional. “LEED” stands for Leadership in Energy and Environmental Design. LEED Certification distinguishes building projects that have demonstrated a commitment to sustainability by meeting the highest performance standards. LEED provides a complete framework for assessing building performance and meeting sustainability goals. Based on well-founded scientific standards, LEED emphasizes strategies for sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality.

LEED certified designs are paramount to the success of our clients and the energy performance and environmental enhancements selected. Mark D. Fellenzer, P.E. as our LEED Certified design professional, is experienced in the adaptation and development of energy performance options specifically tailored to the client’s needs and desires. Additionally, John D. Fellenzer, P.E. (Principal and Licensed Professional Engineer) has attained his Master of Business Administration and obtained his LEED Green Associate credential. The unique combination of LEED Certification, MBA and Professional Registration creates an environment that enables our clients to benefit greatly in the understanding and proper selection of the energy performance and energy saving options for their building systems.



### Method and Experience of Implementing and Controlling Sustainable Designs

Fellenzer Engineering, LLP uses the following method to ensure the successful implementation and control in Sustainable Designs:

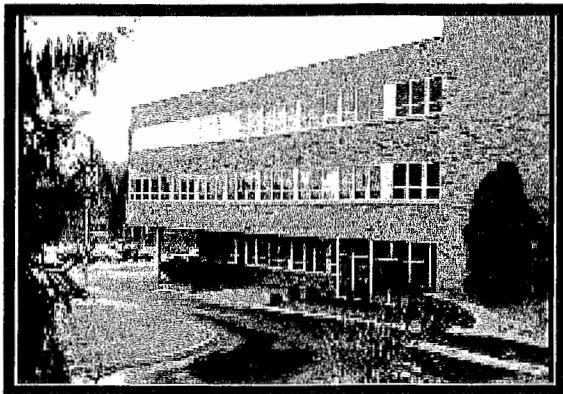
1. Gain Consensus with the Stakeholders.
  - a. Planning – With the owner, occupants and building managers.
  - b. Design – With the design team, sub-consultants and the owner.
  - c. Construction - With the contractors and construction managers.
  - d. Post Construction – Reconfirm with the owner, occupants and building managers.
2. Include specific design language within the plans and contract documents with respect to Sustainability.
3. Include a separate specification section detailing the requirements for Sustainable Designs.
4. Remain vigilant during the submittal process to maintain the Sustainable standards set forth in the Contract Documents.

5. Perform periodic site reviews specific to Sustainability, including regular project meetings during construction specifically related to Sustainability.

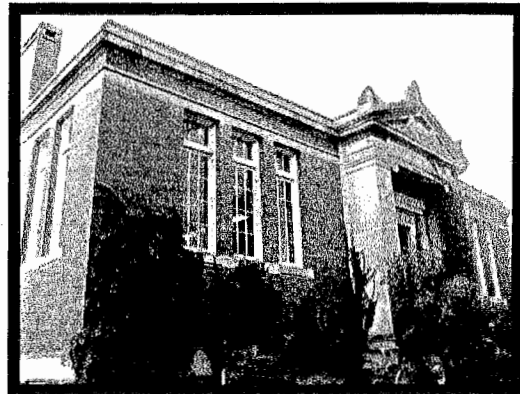
The biggest roadblock to successfully implementing and controlling Sustainable Designs is obtaining consensus from all of the stakeholders. Because the successful implementation of any Sustainable Design requires the active participation of building owners and managers, design professionals, contractors, construction managers, and commissioning agents, in the planning, design, construction and post construction occupancy, it is essential that the project stakeholders are committed to the design, implementation and operating characteristics in support of LEED Certification and Sustainability.

Fellenzer Engineering, LLP maintains an active role in the planning, design, construction administration and post construction occupancy with regards to LEED certified designs and Sustainability. By doing so, the client can be assured that the project goals can be met.

We have used this methodology at the Carnegie Library - Carnegie Learning Center in the Kingston City School District in Kingston, NY and the Eastern Dutchess Government Center facility in Poughkeepsie, NY and both projects earned LEED Silver Certification.



Eastern Dutchess Government Center



Carnegie Library





## SCOPE OF SERVICES

Provide Mechanical Engineering services for the review of Performance Standards and related system design compliance including:

- Building equipment and surveys as required to determine existing opening and penetrations
- System(s) equipment and it(s) operations
- Determination of airflow and exhaust
- Review of submissions
- Review of dynamic models (ie, computational fluid dynamic model, CFD or similar) as required to document air flow based on room and building layout
- Review of design/effectiveness of existing system design, determine the source of odors
- Review current control measures in place and proposed solution to capture, condition and eliminate those emitting from the building
- Make recommendations on system design and propose solution(s)
- Provide reports
- Attend meetings
- Perform construction inspection(s), and related engineering services
- Provide written documentation in the form of reports and/or drawings of all work performed at completion of each task, to the Town (Note: All information, documents, notes, studies, reports, pictures, etc. required to complete the work will be deemed the property of the Town.)

## RELEVANT EXPERIENCE

Fellenzer Engineering, LLP has been providing consulting engineering services to our clients for over 60 years. Our staff of highly skilled and trained engineers is experienced in all phases of design and construction management services from small renovations to the complete design of new facilities. The following is a list of the expert capabilities that Fellenzer Engineering, LLP offers:

### Mechanical/HVAC

- Heating, Cooling and Ventilation System Designs
- Chiller System Designs (Absorption, Scroll, reciprocating, Centrifugal, etc.)
- Energy Recovery (Air to Air, Air to Water, Water to Water, etc.)
- Cooling Tower System Designs (Open Cell, Closed Cell, Wet Tower, Dry Tower, etc.)
- Boiler Designs (Gas, Oil, Dual Fuel, Condensing, Cast Iron, Sectional, Water Tube, Fiore Tube, etc.)
- Furnace and Air Side heating designs
- Natatorium HVAC Designs
- HVAC Inspections & Condition Reporting
- Computer room and Mission Critical HVAC Designs

### Site Investigations

- Site Investigations
- MEP/FP Plumbing Inspections
- MEP/FP Condition Reporting

### Surveys

- Interior Review and Analysis
- Exterior Review and Analysis
- Roofing, Walls and Floors
- MEP/FP system surveys

### Code Compliance & Accessibility

- Building Code Compliance Assessment
- Building ADA Review and Compliance
- Exterior Walkway and Entrance
- Interior Vertical Transportation
- Interior Accessibility
- Facility Accessibility

### Electrical

- Hospital and Healthcare Electrical Designs
- Emergency Power System Designs
- Electrical Energy Efficiency Upgrades
- Power and Lighting Designs
- Service and Distribution Designs
- Main Service Distribution Designs
- Service Substation Designs
- Lightning Protection Designs
- UPS and Computer Grade Power Designs
- Electrical Control System Designs
- Electrical Inspections & Condition Reporting

### Plumbing

- Plumbing Systems Conservation Designs
- Plumbing Supply and Drainage
- Designs Service and Distribution Designs
- Domestic Hot Water Tank/Heater Designs
- Semi-Instantaneous and Instantaneous Hot Water System Designs
- Domestic Supply Tank and Pressurizing System Designs
- Hospital and Healthcare Plumbing Designs
- Plumbing Control System Designs
- Plumbing Inspections & Condition Reporting

### Life Safety & Fire Protection

- Fire Protection Inspections & Condition Reporting
- Fire Alarm System Designs (Hardwired and Addressable systems)
- Wet Type Sprinkler System Designs
- Dry Type Sprinkler System Designs
- Pre-action and Deluge Type Sprinkler Designs
- Dry Chemical Fire Suppression System Designs
- Hospital and Healthcare Fire Suppression Designs
- Smoke Control System Designs

**KEY PERSONNEL**

**Organization Chart**

**Town of Orangetown  
Professional Mechanical Engineering  
Consulting Services**

**Fellenzer Engineering, LLP**  
John D. Fellenzer, P.E., MBA,  
LEED Green Associate  
Partner-in-Charge/Economic Analysis  
**FELLENZER III**  
ENGINEERING LLP

**Energy Conservation**  
Mark D. Fellenzer, P.E., MSE  
Principal/Project Manager  
LEED AP

**Senior Project Manager**  
Daniel Steinberg, P.E.  
MEP Engineering

**Mechanical/Plumbing  
Engineer**  
Victor Rivera, M.E.

**Electrical Engineer**  
David Horton, E.E.

**3-D AutoCAD, BIM/REVIT**  
Scott Bell  
CAD Manager

**AutoCAD Designer**  
Sharon Lyons

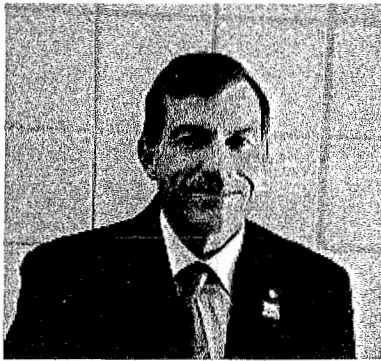
**AutoCAD Designer**  
Scott Rainato

## Team

### **Principal-in-Charge: John D. Fellenzer, P.E., MBA, LEED Green Associate**

As the lead professional design firm, the project management of this project will be accomplished by the Principal-in-Charge, John D. Fellenzer, P.E. The Principal-in-Charge (PIC) is always one of the firm's partners (principals). The duty of the PIC is to oversee and actively manage the design process of the project. The PIC is ultimately responsible for the entire process from the standpoint of cost effectiveness, quality, and safety, and handles the full responsibilities of the design methodologies. Additionally, John will perform the Energy Savings and Economic Analysis for each of the project's Energy Conservation Measures as may be applicable. In all cases, the PIC is responsible for the project quality, schedule and cost, and provides the owner with a direct point of contact with the firm.

The alternate Principal-in-Charge will be Mark D. Fellenzer. Mark's primary role will be to provide LEED AP services and NYSERDA information. As the alternate PIC/PM and a Principal of the firm, Mark stands ready take over the necessary responsibilities of PIC in the absence of John D. Fellenzer, P.E.



Mark D. Fellenzer, P.E.



John D. Fellenzer, P.E.



## **Team Members**

### **LEED: Mark D. Fellenzer, P.E., MSE, Alternate Principal-in-Charge, LEED AP**

Mark D. Fellenzer, P.E. is the LEED AP certified member of the firm and will work closely with the Principal-in-Charge/PM, as well as assist the project engineers in their tasks to determine the best possible solution for each of the systems. In this manner, it is our intent to provide the most cost effective and most beneficial energy savings possible.

### **PROJECT ENGINEERS: David Horton, E.E. and Victor Rivera, M.E**

Multiple Project Engineers will be assigned to the project, and will perform the detailed design of the project. The Project Engineers' role is coordinating and designing all elements of the project and for the daily scheduling and production of the project. Tasks include field investigations, study, system design, staff coordination and construction administration.

Project Engineers manage and coordinate their task schedules for the project on a day-to-day basis and follow completely all work and scheduling by this office. Other personnel assigned to the project will include designers and engineers whose function is to assist the Project Engineers in providing detailed drawings and field information.

## TEAM RESUMES AND LICENSES

The engineers at Fellenzer Engineering, LLP are highly trained and experienced experts in their respective disciplines. Please see the attached Team Resumes and Professional Licenses to become familiar with the qualifications of the members of the team we have brought together for this professional mechanical engineering consulting services project.



**Academic Training:**

- Rensselaer Polytechnic Institute, Troy, New York
  - Bachelor of Science Mechanical Engineering
- Marist College, Poughkeepsie, NY
  - Master of Business Administration

**Licenses/Registrations:**

- Professional Engineer
  - New York
  - Massachusetts
  - Connecticut

**Military Experience:**

- U.S. Army & Army National Guard
  - Commissioned Officer
    - Aviation Branch, Major

**Professional Affiliations:**

- United States Green Building Council (USGBC)
  - LEED Associate
- American Society of Heating, Refrigerating & Air Conditioning Engineers
- National Fire Protection Association
- Honorary Societies: Pi Tau Sigma (Mechanical Engineering)
- Mitsubishi - Diamond Designer

Mr. Fellenzer is the Principal at Fellenzer Engineering, LLP and has extensive experience in the design and management of large, complex engineering projects. His responsibilities have included master plans, feasibility studies, budget planning, energy studies, facility conditions evaluations, design documents, bidding, construction administration and management. He has managed thousands of projects in his 29 years of experience. Mr. Fellenzer is an expert in a broad range of engineering systems including power, lighting, HVAC, plumbing and fire protection.

**Professional Experience:**

**West Point Association of Graduates, United States Military Academy – West Point, NY**

HVAC design services to repair, replace and upgrade the HVAC system at the Association of Graduates three story 24,000 gsf building including a 660 sq ft mechanical room addition.

**Crystal Run Corporate Park - Middletown, NY**

Complete mechanical (HVAC and Plumbing) design of a 170,000 sq. ft. Class 'A' office facility. This facility was designed utilizing a variable air volume cooling/system with baseboard perimeter heating to reduce energy consumption and provide individual room control.

**Enlarged City School District of Middletown - Middletown, NY**

New Presidential Park Elementary School – Mechanical, electrical, plumbing, life safety, building controls systems. The design selections met USGBC and LEED criteria and NYSERDA Energy Modeling to verify energy savings. The MEP System emphasized high efficiency and energy recovery.

Key features included: High Efficiency Magnetic Bearing Chiller, High Efficiency Multiple Boiler System, Energy Management System with Enhanced Controls, Air-Side Economizers, Water-Side Economizers, Heat Recovery Ventilation, and Variable Speed Drives on Pumps and Fans. The Design also followed the CHPS (Collaborative High Performance School) model and resulted in the school district receiving more than \$249,000 in NYSERDA Incentives.

**Catskill Regional Medical Center – Harris, NY**

Design for the removal and replacement of one of two existing 850 HP Cleaver Brooks high pressure steam boilers with a smaller, medium pressure (up to 90 psig) steam boiler rated at 450 HP.

**Orange-Ulster BOCES - Goshen, NY**

Conversion of an existing hospital into the new Regional Education Center at Arden Hill. 140,000 sq ft renovation design of mechanical, electrical, plumbing and life safety systems. The renovation included: a Chiller System, water side economizer, Air to Air Heat recovery, (4) Pipe Air Handlers for heating and cooling, variable speed for motors and demand control ventilation.

**Lyons Campus of the VA New Jersey Health Care System - Lyons, NJ**

Upgrade the existing chiller water and cooling tower system. The chilled water system serves the majority of the campus buildings. A new 1,350 ton Chiller, Cooling Tower, Structural Tower Support and Side Stream Filter were designed. A temporary chiller design was utilized to provide cooling during the construction. The design work included all Structural, Mechanical, Electrical and Plumbing elements.

**Castle Point Campus of the VA Hudson Valley Health Care System - Wappingers Falls, NY**

Design of a 400-ton steam absorption chilled water system and cooling tower that utilizes "summer waste steam" for plant cooling duty.

**Culinary Institute of America - Hyde Park, NY**

Design work for several mechanical and electrical projects has included: Electrical power and lighting designs, retrofits and upgrades; Heating, Ventilation and Air Conditioning (HVAC) designs and renovations; Kitchen hood, make-up-air and exhaust air systems; plumbing fixtures and systems, supply, drain and vent piping including kitchen plumbing systems; fire alarm, sprinkler and other life safety systems; integration of systems with the campus Energy Management System and M.I.S. system. The following is a synopsis of work performed for the Culinary Institute of America at Hyde Park, New York:



- Relocation of the Experimental Kitchen to the Walk-In Building
- Relocation of the Food and Beverages Offices
- Relocation of the Restaurant Operation
- Roth Hall Visitors Center/Retail Bake Shop Café
- Continuing Education Building-Schematic-Design
- Pantry II Kitchen Renovation
- Dining I Kitchen Renovations
- Storage Area Sprinkler System Additions
- President's Home Electrical Service Additions
- D-Dorm Air Conditioning Study
- Various Other Kitchen Ventilation Studies and Alterations

**Albany VA Medical Center: Samuel S. Stratton - Albany, NY**

Completed the design of various Energy Conservation Measures including: replacement of motors, fan and AHU upgrades; conversion of constant volume (CV) air system to variable air volume (VAV) system; lighting fixture upgrades; automatic daylight harvesting controls; natural gas modular boilers; and steam plant efficiencies.

**Westage Medical Arts Building - Fishkill, NY**

Complete mechanical, electrical, and fire protection-engineering design for Phase I of a three phase state-of-the-art medical arts building. Phase I consisted of a 25,000 sq ft new construction building with electrical service sized to supply power for all three phases. The project design included emergency power generation, medical gases, boiler systems, rooftop A/C systems, plumbing systems, and lighting and power systems.

**Manhattan Campus of the VA NY Harbor Healthcare System Upgrade Animal Lab 18<sup>th</sup> Floor- New York, NY**

Design for the modernization and upgrade of the control AHU, humidity control systems, ductwork, diffusers and grilles, balance and control dampers, flow control devices, coils (pre-heat, cooling, and re-heat), energy recovery coils, pumps, BMS controls, balancing and commissioning.

The University of the State of New York  
Education Department  
Office of the Professions

REGISTRATION CERTIFICATE  
Do not accept a copy of this certificate

License Number: 069373-1

Certificate Number: 9346462



FELLENZER JOHN DANIEL  
16 NORTHGATE  
GOSHEN NY 10924-0000

is registered to practice in New York State through 09/30/2019 as a(n)  
PROFESSIONAL ENGINEER

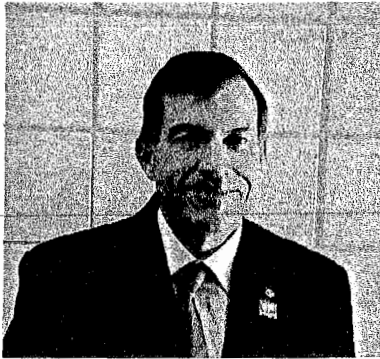
LICENSEE/REGISTRANT

*Gene S. Kelly*  
EXECUTIVE SECRETARY

*Marie Ellen Elia*  
COMMISSIONER OF EDUCATION

*Dee E. Hall*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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**Academic Training:**

- Rensselaer Polytechnic Institute, Troy, New York
  - Master of Science Computer and Systems Engineering
  - Bachelor of Science Electrical Engineering
- SUNY Orange, Middletown, NY
  - Courses in Business Law and Economics

**Licenses/Registrations:**

- Professional Engineer
  - New York
  - New Jersey
  - Commonwealth of Massachusetts
  - Rhode Island

**Professional Affiliations:**

- United States Green Building Council (USGBC)
  - LEED Accredited Professional (AP)
- National Society of Professional Engineers
  - Officer Orange/Sullivan Chapter
- Institute of Electrical and Electronic Engineers
  - Member
- Honor Societies
  - Tau beta Pi (All Engineering Disciplines)
  - Eta Kappa Nu (Electrical Engineering)
- Fire Board of Appeals
  - City of Middletown, NY

Mr. Fellenzer is a Principal at Fellenzer Engineering, LLP and has over 34 years of extensive experience in all phases of planning and design of institutional and educational projects. Mr. Fellenzer's responsibilities, other than project management, include the design and specification of power distribution and convenience outlets; interior and exterior lighting; life safety systems including emergency and exit lighting; inverters; generators; and emergency power distribution systems meeting the latest codes for all types of facilities. He has a working knowledge of national electrical codes, fire protection codes, ADA codes, and other State and federal regulations and is a LEED Accredited Professional.

**Professional Experience:**

**The Thayer Hotel at West Point– West Point, NY**

Design services for the construction of new bathrooms to replace the existing shared toilets and showers and separate room sinks in the Thayer Hotel. There were approximately 23 bathroom locations over eight stack locations. Also provided split system air conditioning units to the three hallways; each approximately 120 feet in length and in the stair towers.

**Thayer Hall, United States Military Academy – West Point, NY**

Design services for the replacement of the existing chiller on a design build basis. MEP Design included installing and piping two 30 ton packaged chillers.

**Chromalloy Turbine Technologies - Middletown, NY**

Design of electrical and mechanical systems for fit up of empty building into turbine coating facility operating 24 hr/day, 7 day/wk. Very high electrical use with special safety needs.

**City of Middletown Court - Middletown, NY**

Complete electrical and mechanical design of the City of Middletown Court Facility. Electrical design included service upgrade to existing facility, a new fire alarm system, low brightness parabolic lighting, new plumbing systems including underground de-watering, and a complete heating, ventilating and air conditioning system meeting New York State Energy Conservation Code and ASHRAE requirements.

**Teaching Experience:**

- Rensselaer Polytechnic Institute, Troy, New York
  - Circuits and Electronics
  - Lumped Parameter Systems

**Culinary Institute of America - Hyde Park, NY**  
Electrical service replacement and upgrade to the Roth Hall Building. This project included the renovation of an existing 13.2 kv. primary underground electrical service, two new 1500 kva transformers, a new primary bus tie and alteration to the existing 4000-ampere bus duct systems. This massive and critical project was designed to be constructed during a two-week campus shut down period. The project was a tremendous success.

**Enlarged City School District of Middletown - Middletown, NY**

- New Presidential Park Elementary School – Mechanical, electrical, plumbing, life safety, building controls systems. The design selections met USGBC and LEED criteria and NYSERDA Energy Modeling to verify energy savings. The MEP System emphasized high efficiency and energy recovery.  
Key features included: High Efficiency Magnetic Bearing Chiller, High Efficiency Multiple Boiler System, Energy Management System with Enhanced Controls, Air-Side Economizers, Water-Side Economizers, Heat Recovery Ventilation, and Variable Speed Drives on Pumps and Fans. The Design also followed the CHPS (Collaborative High Performance School) model and resulted in the school district receiving more than \$249,000 in NYSERDA Incentives.
- High School Athletic Fields - The complete electrical design for a new locker room facility, concession building, press box, score board and field lighting. The design consisted of new electrical service to the site; field lighting to produce 65 foot candles, on a F.I.F.A certified artificial turf field; and electrical power to an instant re-play score board.

**Guild Molders - Middletown, NY**

Design and implementation of major electrical and mechanical renovation with addition of air conditioning. Construction was done while industry was in production 24 hrs/day, 7 day/wk. Job was fast

- track.

**J.W. Operating Company Turi Landfill Electrical Generation – Goshen, NY**

Fast track design and build of four (4) mega watt generating facility, which converts, landfill gas into electricity, which is sold to local utility company. System design had to have high reliability to achieve 96 98% run time for all hours in year.

**Mandarin Soy Sauce Inc. Factory - Middletown, NY**

Lead professional for multimillion dollar design build project to construct new 30,000 sq ft soy sauce factory.

**Orange-Ulster BOCES - Goshen, NY**

Conversion of an existing hospital into the new Regional Education Center at Arden Hill. 140,000 sq ft renovation design of mechanical, electrical, plumbing and life safety systems. The renovation included: a Chiller System, water side economizer, Air to Air Heat recovery, (4) Pipe Air Handlers for heating and cooling, variable speed for motors and demand control ventilation.

**SUNY New Paltz - New Paltz, NY**

- A long-range study for the conversion of the existing campus boilers from fuel oil to natural gas. This project was presented to the State University Construction Fund.
- Various electrical engineering study and designs for the improvement and future planning of the campus electrical distribution systems.

**Town of Greenville Town Engineer - Greenville, NY**

- Responsible for improvements to Town Property including ADA upgrades at Old Town Hall; ADA Playground equipment at Bennewater Park; development of bathroom facility at Town Park; MEP work on Town Hall Addition; Pole Barn Designs for Highway Department; and design, review and oversight for various road development projects.

- Development of Cell Tower Law and writing of Grant Applications. Also, helped oversee building department. Conducted Planning Board Site Reviews, witness soil testing, and reported to Town Board(s) as required.
- Worked with ZBA to provide technical input on variance applications.
- Worked with Master Plan Update Committee to provide technical information and planning expertise to support new Master Plan and subsequent zoning changes.

**Veterans Administration**

**Castle Point Campus of the VA Hudson Valley Health Care System – Wappingers Falls, NY**

Responsible for successfully obtaining mechanical open-ended contract for 3 years. Projects at site include: Flue Gas Recovery, 450 Ton Absorption Chiller, Sewage Treatment Plant Renovation, O.R. HVAC System, CAT Scan Addition, Elevator Addition, High Efficiency Lighting Retrofit, Lab Ventilation, Minor Treatment Room Ventilation, Site Lighting, Nursing Home Care Unit Phase 1, Nursing Home Care Unit Phase 2, Renovate Ward D1, Renovate Ward E2, and Add Patient Rooms H-1.

**Franklin Delano Roosevelt Campus of the VA Hudson Valley Health Care System – Montrose, NY**

Study of Electrical Usage in 36 Buildings; Install Emergency Generator Buildings 7 & 8; Ambulatory Care Building 3; Replace Kitchen Hood and Create Isolation Rooms Building 7; Ward 6D Renovation; Sprinkler System Building 6 & 10.

**James J. Peters VA Medical Center – Bronx, NY**

Development of a new one million dollar emergency generator to provide emergency power to critical areas during utility outages.

*The University of the State of New York*  
*Education Department*  
*Office of the Professions*  
**REGISTRATION CERTIFICATE**  
*Do not accept a copy of this certificate*

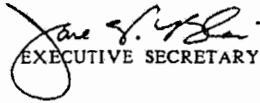
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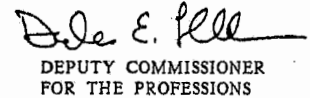
FELLENZER MARK DAVID  
70 PHILLIPSBURG RD  
GOSHEN NY 10924-0000

is registered to practice in New York State through 08/31/2018 as a(n)  
**PROFESSIONAL ENGINEER**

LICENSEE/REGISTRANT

  
EXECUTIVE SECRETARY

  
ACTING COMMISSIONER OF EDUCATION

  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Mark D. Fellenzer  
22 Mulberry Street  
Middletown NY 10940

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors  
HAS LICENSED  
Mark D. Fellenzer  
Professional Engineer

04/15/2016 TO 04/30/2018  
VALID  
24GE04661500  
License/Registration/Certificate #  
SIGNATURE  
ACTING DIRECTOR

04/15/2016 TO 04/30/2018  
VALID

*Mark D. Fellenzer*  
Signature of Licensee, Registrant/Certificate Holder

24GE04661500  
LICENSE, REGISTRATION, CERTIFICATION #  
*Steve L. L.*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Prof. Engineers & Land Sur  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE





**Academic Training:**

- University at Buffalo, State University of New York, Buffalo, NY
  - Bachelor of Science Mechanical Engineering

**Licenses/Registrations:**

- Professional Engineer
  - New York

Mr. Steinberg is a Senior Project Engineer at Fellenzer Engineering, LLP. He has 22 years of experience in project management, planning, design, and construction of a wide range of building projects. His day-to-day responsibilities include overseeing the engineering component and staff coordination on multi-discipline projects and monitoring the Quality Control/Quality Assurance Process.

**Professional Experience:**

**West Point Association of Graduates, United States Military Academy – West Point, NY**

HVAC design services to repair, replace and upgrade the HVAC system at the Association of Graduates three story 24,000 gsf building including a 660 sq ft mechanical room addition.

**Thayer Hall, United States Military Academy – West Point, NY**

Design services for the replacement of the existing chiller on a design build basis. MEP Design included installing and piping two 30 ton packaged chillers.

**Hudson Valley Lighting – Dutchess County, NY**

Project Manager for the renovation of 230,000 gsf warehouse and 20,000 gsf office space to LEED Silver status. Design work included: upgrading the existing electrical service entrance to include a full building generator and full office UPS; providing new lighting layout for the building utilizing LED fixtures and advanced lighting controls; new telecommunications from street to desktop utilizing new fiber and various data racks throughout the warehouse; domestic water and sanitary sewage systems; high efficiency packaged rooftop HVAC units, air-to-air energy recovery ventilators and ductless split systems for the entire building.

**Air Car Go Realty, LLC, Newburgh, NY**

Project Manager for the MEP design for a 95,590 sq. ft. prefabricated steel frame building at Stewart International Airport. Engineering design work included: 6 tenant spaces complete with reception/waiting area, office space, conference room, handicap accessible men's/women's toilet rooms; truck loading docks; truck bays; insulated walls; and roof panels.

**Northport VA Medical Center, Northport, NY**

Project Manager for the design, staging and construction for the replacement and upgrade of three large central station air handlers ranging from 14,000 to 16,000 cfm each. The project included an indirect fired clean steam generator and graphically driven Direct Digital Control System. The project is being performed without any loss of function to the existing hospital systems during normal hospital operations.

**Orange-Ulster BOCES, Goshen, NY**

Conversion of an existing hospital into the new Regional Education Center at Arden Hill. 140,000 sq ft renovation design of mechanical, electrical, plumbing and life safety systems. The renovation included: a Chiller System, water side economizer, Air to Air Heat recovery, (4) Pipe Air Handlers for heating and cooling, variable speed for motors and demand control ventilation.

**Veria Wellness Center, Monticello, NY**

MEP Design - Project Manager for the design and construction of a new 312,000 sq. ft. luxury resort. Design work included HVAC, Plumbing, Electrical and Fire Protection. Construction began in the Spring of 2016.

The University of the State of New York  
Education Department  
Office of the Professions

**REGISTRATION CERTIFICATE**

*Do not accept a copy of this certificate*

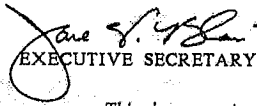
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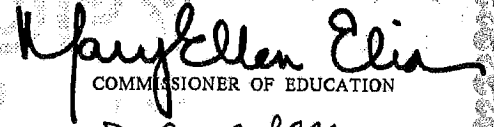
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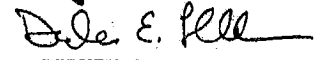
STEINBERG DANIEL S  
125 NANCY LANE  
CHESTER NY 10918-0000

is registered to practice in New York State through 04/30/2020 as a(n)  
**PROFESSIONAL ENGINEER**

LICENSEE/REGISTRANT

  
EXECUTIVE SECRETARY

  
COMMISSIONER OF EDUCATION

  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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Mr. Rivera is a Senior Mechanical Designer and Project Manager at Fellenzer Engineering, LLP. He has 40 years total experience from both his military and private sector careers. His expertise lies in mechanical design, project management and construction administration for a variety of industries including institutional, corporate, industrial and educational facilities.

**Academic Training:**

- New York City College of Technology, Brooklyn, NY
  - Associate in Applied Science Environmental Science
- American Society of Heating, Refrigerating & Air Conditioning Engineers (ASHRAE) Lecture Series Certification
  - Electrical Equipment for HVAC Applications, Hydronic Systems Piping, Plumbing & Balancing Strategies

**Military Experience:**

- United States Navy
  - Stationed on the USS Wasp CVS-18 Engineering section. Duties included operation and maintenance of main steam propulsion engines, steam pump equipment and ship's generators.

**Professional Affiliations:**

- American Society of Heating, Refrigerating & Air Conditioning Engineers (ASHRAE)

**Professional Experience:**

**Albany VA Medical Center: Samuel S. Stratton - Albany, NY**

Angio Suite Renovation - Renovating an existing waiting room into an Angio suite by working with Philips Healthcare systems. Designing the HVAC system to strict adherence in VA guidelines.

**Dutchess County DPW - Poughkeepsie, NY**

Replacement of HVAC Components: Chillers, Boilers and Cooling Towers at 22 Market Street and 38 Dutchess Turnpike.

**East Orange Campus of the VA New Jersey Health Care System - East Orange, NJ**

Bldgs. 15, 16, 17 and 18 - Replace existing dual temperature heating and cooling system for 4 buildings with new four-pipe system consisting of steam to hot water heat exchanger, chiller and new cooling tower, VFD circulation pumps and DDC BACnet controls.

**Enlarged City School District of Middletown - Middletown, NY**

New Presidential Park Elementary School - Mechanical, electrical, plumbing, life safety, building controls systems. The design selections met USGBC and LEED criteria and NYSERDA Energy Modeling to verify energy savings. The MEP System emphasized high efficiency and energy recovery. Key features included: High Efficiency Magnetic Bearing Chiller, High Efficiency Multiple Boiler System, Energy Management System with Enhanced Controls, Air-Side Economizers, Water-Side Economizers, Heat Recovery Ventilation, and Variable Speed Drives on Pumps and Fans. The Design also followed the CHPS (Collaborative High Performance School) model and resulted in the school district receiving more than \$249,000 in

NYSERDA Incentives.

**Lyons Campus of the VA New Jersey Health Care System – Lyons, NJ**

Emergency Services Building – Designed energy recovery ventilation (ERV) and associated air handlers and boilers for new addition to the existing fire station.

War Related Illness and Injury Study center, Bldg 9 – Relocation of the Center to a two-story building with attic structure. Designed energy recovery ventilation (ERV) and associated air handlers and boilers system. The second floor of the building was converted to functional space for war related illnesses. The entire attic space was converted to house all HVAC equipment.

Replace Cooling Tower and Chiller – Replace existing 1350 ton water cooled chiller and associated cooling tower and condenser water pumps. Upgrade and modernize existing pneumatic controls with new electronic BACnet Controls. Specifications entailed sequence of operation for temperature control and equipment operation.

**Orange-Ulster BOCES - Goshen, NY**

Conversion of an existing hospital into the new Regional Education Center at Arden Hill. 140,000 sq ft renovation design of mechanical, electrical, plumbing and life safety systems. The renovation included: a Chiller System, water side economizer, Air to Air Heat recovery, (4) Pipe Air Handlers for heating and cooling, variable speed for motors and demand control ventilation.



**Academic Training:**

- Pennsylvania State University
  - Bachelor of Science Electrical Engineering

**Professional Affiliations:**

- Institute of Electrical and Electronic Engineers (IEEE)

Mr. Horton is an Electrical Engineer at Fellenzer Engineering, LLP with experience in lighting, power distribution, fire alarm, HVAC, and plumbing design. His projects range from retrofit office space to new high-scale resort design while his responsibilities include design documents, facility condition surveys, bidding, and select project management. Mr. Horton combines experience with the latest technology for a complete energy efficient design.

**Professional Experience:**

**East Orange Campus of the VA New Jersey Health Care System – East Orange, NJ**

Utilizing SKM software, a coordination study of 650 busses throughout the East Orange campus was completed. Arc Flash warning labels were created for each panel with the category number and protective clothing required for live maintenance.

**Hudson Valley Lighting – Dutchess County, NY**

Renovated an existing warehouse to LEED Silver status by upgrading the existing electrical service entrance to include a full building generator and full office UPS; provided new lighting layout for the building utilizing LED fixtures and advanced lighting controls; and new telecommunications from street to desktop utilizing new fiber and various data racks throughout the warehouse.

**James J. Peters VA Medical Center – Bronx, NY**

Creating an advanced metering network for all chilled water and steam energy use at each Air Handler Unit. Also, metering at each electrical closet with an accessible interface for the energy officer to monitor all energy consumed.

**Olivet University, Harlem River Campus – Wingdale, NY**

A new college campus electrical distribution system at 13.2 kV. Switchgear and transformer sizing for all 48 buildings on campus were calculated. The design also included a fiber optic cable network with connections to dorms and classroom buildings.

**Town of Olive – Olive, NY**

This project consisted of consolidating multiple

electrical services to the town complex. This ensured the new generator design kept the town services running during an emergency.

**Village of Ellenville – Ellenville, NY**

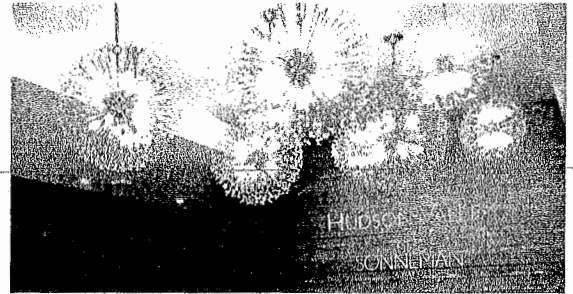
Equipping five various town facilities and churches with emergency standby generators in case of a natural disaster. This included the sizing of the five generators and propane tank installation for three days run time.

## PROJECT EXAMPLES

We are pleased to share with the Town of Orangetown a selection of Fellenzer Engineering, LLP's most relevant project examples. The following are samples and descriptions of specific projects that demonstrate our expertise and successful completion of projects requiring mechanical engineering design services.



Description of Design Responsibility:  
MEP, Fire Protection, Communications and Site Engineering for  
Warehouse Renovation and Fit Up



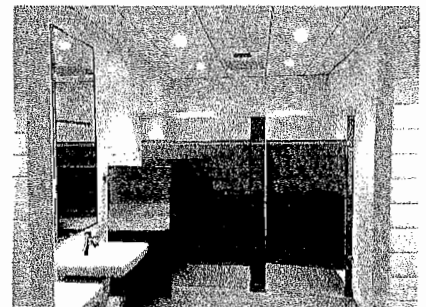
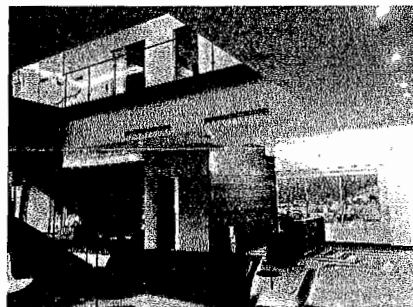
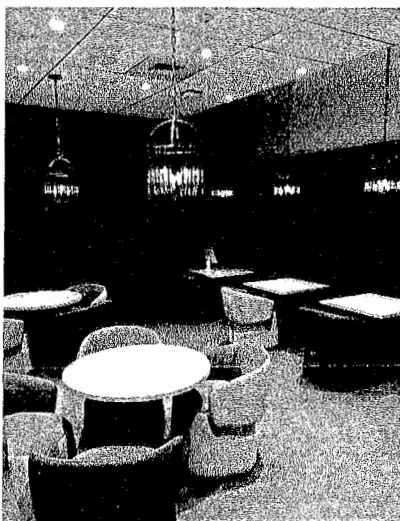
### Project Elements

- Code Review
- HVAC
- Plumbing
- Fire Protection
- Electrical
- Data & Communication
- Site/Civil

Fellenzer Engineering, LLP provided engineering design services for the renovation of approximately 230,300 sf. of warehouse space, 22,400 sf. of office space, a 1,700 sf. photo/reception room and 2 pump houses.

Design work included:

- New enlarged exterior entrance.
- Creation of a new two story entrance, including atrium and lobby.
- Relocation of the main computer/data room.
- 12 rooftop HVAC units replaced.
- 4 new rooftop HVAC units.
- Energy recovery system for the offices and warehouse.
- Upgrades to the data and communications system.
- 83 new cameras, wireless access points and (4) new data racks.
- Office area lighting system design with high efficiency and LED service.
- Daylight harvesting and automatic dimming.
- Creation of a new "Photo Room" in the warehouse.
- New emergency generator.
- Office/Interiors and ADA restroom additions and renovations.
- Upgrades to the domestic water and fire protection systems including duplicate service entrances for future connection to municipal water services.
- Re-purposed domestic water tower for use as fire suppression water storage.
- Re-pipe tower to existing fire pump, and updated system controls as necessary.



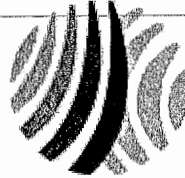
Johnson Controls  
Port Jervis, NY  
Cooling & Ventilation System and Relocate Chiller, Piping, and  
Pumps, Kolmar Labs P.C. Area

FELLENZER  
ENGINEERING LLP

Description of Design Responsibility:  
Cooling & Ventilation System and Relocate Chiller, Piping, and  
Pumps, Kolmar Labs P.C. Area

KOLMAR

Johnson  
Controls

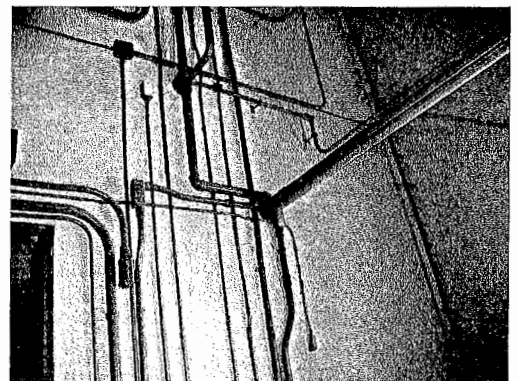
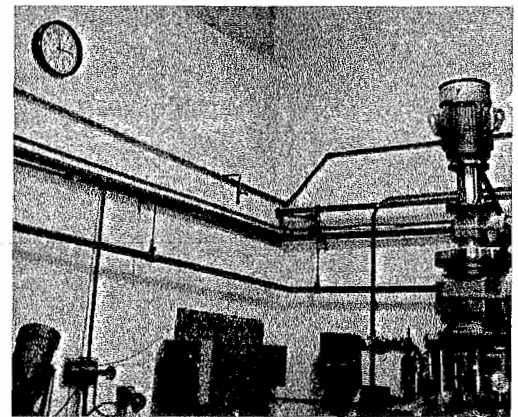


Fellenzer Engineering LLP provided the design of a cooling and ventilation system for the P.C. Area of Kolmar Labs manufacturing. This area contains steam heated vat systems having extremely high heat gain and transfers to the interior space. The total space is approximately 4,600 gsf. with an estimated load of 60 – 100 tons cooling.

Project elements included:

**HVAC**

- Creation of appropriate floor and site plans for the work required.
- Heat gain calculations and ventilation load analysis of the process and building loads.
- Review of potential cooling and ventilation alternatives.
- Chiller or RTU cooling unit selections.
- Selection and specification of appropriate cooling system, including air handling units, rooftop units, fans, chiller and the like.
- Ductwork system design, including balancing dampers and diffuser and grille selection.
- System design to incorporate proper introduction of outside air to interior spaces.
- ASHRAE 62 and economizer systems when required by the relevant Energy Conservation Code.
- Temperature and ventilation control system design.
- Condensate piping and pumping designs where required.
- Site equipment pad detail and specifications.
- Selection and specification of explosion proof systems and equipment, where required.
- Relocation of proposed chiller from rear of building to on the roof.
  - The relocation of the electrical and mechanical systems associated with the revised chiller location.
  - The resizing of the chilled water pipes and pump package,
  - Other changes as necessary to accommodate this revision.

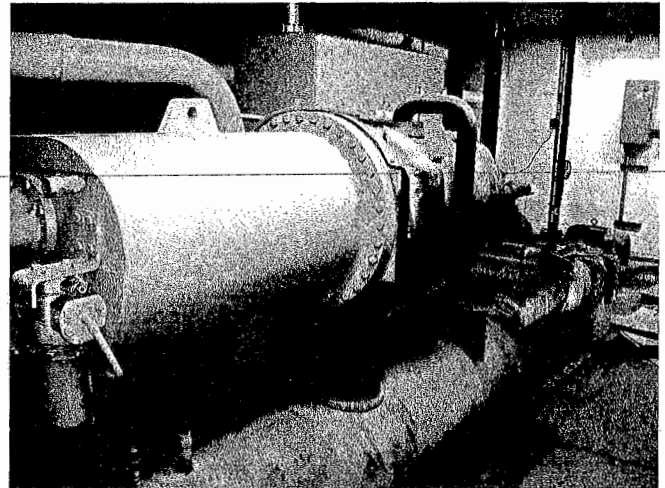


**ELECTRICAL**

- Power and receptacle layout with specialty and power connections for the system designed.
- Additions and alterations of the existing lighting to accommodate the HVAC design.
- Additions and alterations to the existing fire alarm system to accommodate the new HVAC design.

22 Mulberry Street, Middletown, NY 10940 • 845-343-1481 • fellp.com

Description of Design Responsibility:  
Renovation of Air Conditioning System 109 Tower Drive

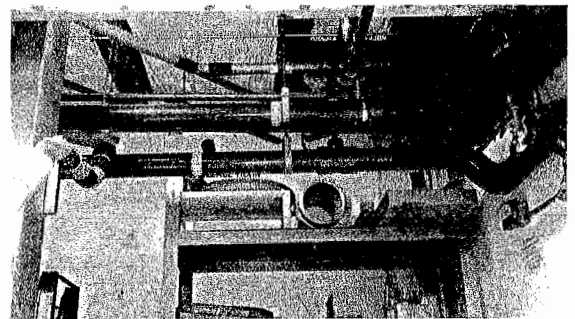


Fellenzer Engineering provided engineering design for the renovation of the air conditioning system for the manufacturing floor, coater pit #1, coater pit #2, and the MCC. The floor area for the aforementioned spaces totals 22,000 square feet.

Project elements included:

#### HVAC

- Heating loss / Heat gain calculations and load analysis.
- System zoning developed in conjunction with owners requirements.
- Selection and specification of package rooftop units.
- Water-cooled terminal unit for MCC.
- Exhaust fans and air-intake louvers.
- System design to incorporate proper introduction of outside air to interior spaces as per ASHRAE 62 and economizer systems when required by the relevant Energy Conservation Code.
- Selection and specification of split air-cooled chiller and remote condensers, chilled water pumps and hydronic accessories.
- Piping system design, including valving for maintenance and control.
- Temperature and ventilation control system design.



#### ELECTRICAL

- Power connections for HVAC equipment.
- Fire alarm system modification for duct smoke detection system, fan shutdown, and panel annunciation.
- Load verification for power connections.

#### STRUCTURAL

- Analysis of existing roof structure to support rooftop HVAC equipment.

Advanced Coating Technologies  
Middletown, NY  
Cooling Tower Filtration and Water Treatment System, 60  
Turner Drive

**FELLENZER III**  
ENGINEERING LLP

**Description of Design Responsibility:**  
**Cooling Tower Filtration and Water Treatment System, 60 Turner Drive**

Fellenzer Engineering, LLP provided engineering design services for a filtration system for the existing cooling tower at 60 Turner Drive, Middletown, NY. Our services also included specifications for calibration of the existing Dolphin Water Treatment System.

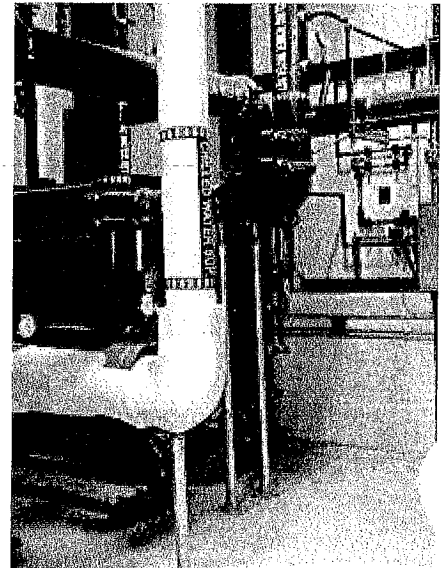
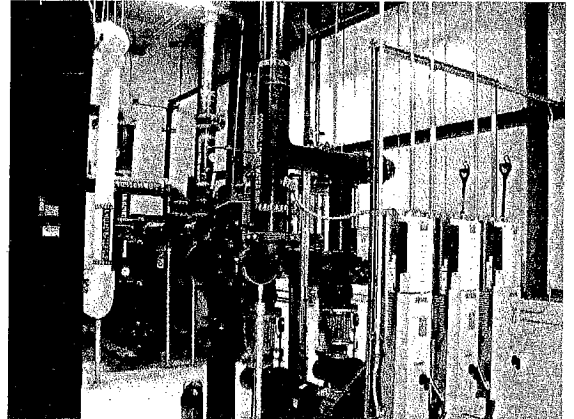
Engineering design of the MEP aspects of the project included:

**HVAC**

- Design of a cooling tower filtration system.
- Tower water piping design.
- Controls for the filtration system.
- Specifications for water analysis.
- Specifications for calibration of the existing Dolphin Water Treatment System
- Development of a maintenance schedule for the Dolphin System.

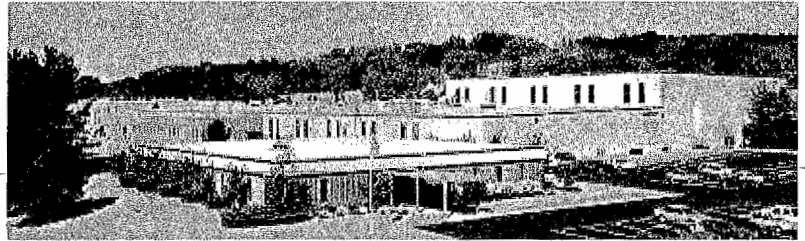
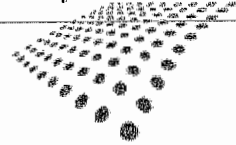
**ELECTRICAL**

- Power connections to the filtration equipment and control panels.



Description of Design Responsibility:  
Chiller Study

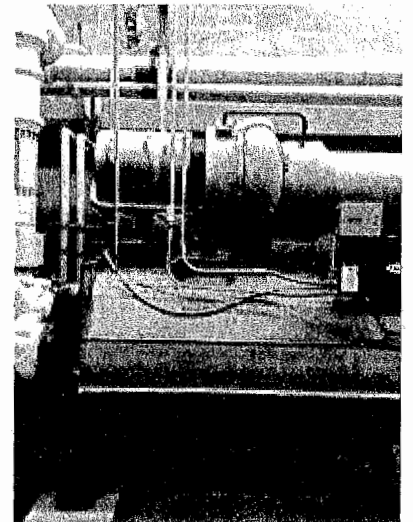
chemprene



Fellenzer Engineering, LLP provided a site inspection and a study of the optimum new chiller and possible tower that would be best to be used as the new primary chiller for the facility.

The Scope of Work performed by Fellenzer Engineering, LLP included:

- Review existing chiller capacity and configuration.
- Determine approximate loading pattern of existing chiller.
- Examine operation of tower and tower water pumping.
- Examine chilled water pumping and piping system.
- Examine pumps and pump curves to determine effectiveness and efficiency.
- Provide alternatives for a new system that will optimize operation and reduce operating costs.
- Present alternatives to Chemprene.
- Development of plans and specifications for selected alternatives.



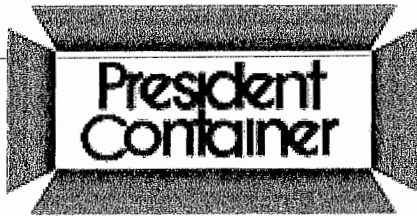
The recommendations provided from the study were:

- Plan and budget for the addition of a new facility wide chilled water system to more efficiently meet the current and the future needs of the facility. The new system should include a variable speed chiller with variable flow cooling tower, flow meters, variable flow condenser and chilled water pumps.
- Install a new chiller, cooling tower and VFD controlled chilled water system in parallel with the existing chiller and cooling tower.
- The existing piping should be internally inspected/scoped and the wall thickness measured to determine whether replacement is necessary at this time
- Expand upon the existing economizer to increase its capacity to 200 tons of cooling.
- Existing chillers operate in the range of 0.7 to 0.8 KW/Ton of cooling. New chillers are more efficient, specifically at part load. A new 400 ton unit would cut existing chilled water electrical usage in half. Additionally the proposed screw chillers have minimal maintenance and will operate three times longer than the existing centrifugal unit without the need for service.

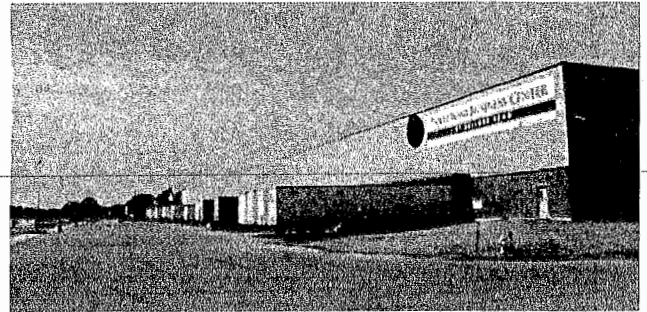
President Container Group, LLC  
Middletown, NY  
Building Additions and Renovations

FELLENZER III  
ENGINEERING LLP

Description of Design Responsibility:  
Building Additions and Renovations



Manufacturers Of Corrugated Containers



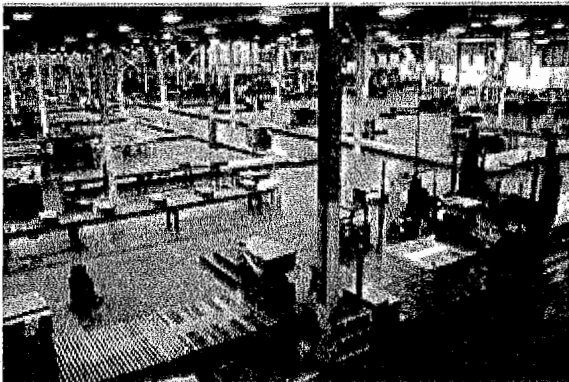
Project Elements:

- Mechanical
- Electrical
- Plumbing
- Life Safety
- Loading Dock
- Construction Support Services

Fellenzer Engineering, LLP provided design services for the MEP design of the building conversion of the former Wakefern Food Distribution Warehouse located at 290 Ballard Rd, Middletown, NY.

The scope of work included:

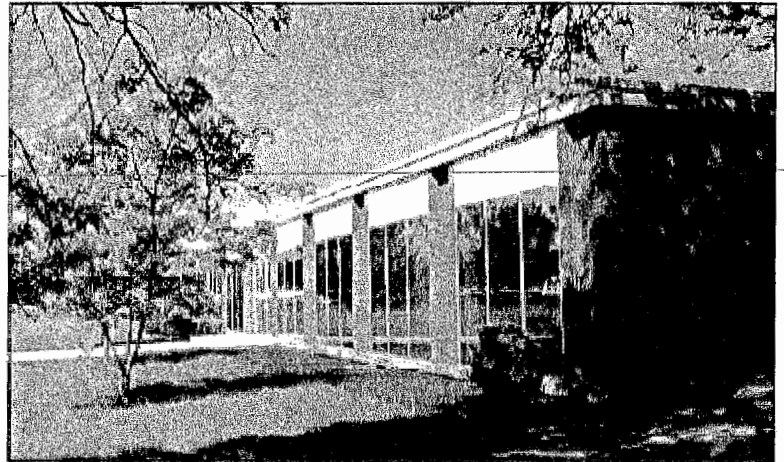
- Interior MEP Design
- Replacement of Corrugator Foundation
- Corrugator Electrical Trench and Conduit
- Waste Conveyor Trench
- Boiler Room Addition approximately 1,200 sq. ft.
- Starch Room Addition approximately 1,120 sq. ft.
- New Electric Disconnect Room approximately 100 sq. ft.
- New Boiler Room and Wastewater Treatment 5,600 sq. ft.
- New Ink Kitchen approximately 800 sq. ft.
- New Polymer Room and Lab 4,200 sq. ft.
- Provided details on wall openings
- Renovation to existing Office Spaces approximately 8,000 sq. ft.
- New Mezzanine 6,800 sq. ft.
- Rail Dock Doors and Ramps
- Outdoor Electrical Trench
- Concrete Pad for the Steel Truss/Transom for Starch and Electric



Satin Fine Foods, Inc.  
Chester, NY  
Renovations and Loading Dock

**FELLENZER III**  
ENGINEERING LLP

**Description of Design Responsibility:  
Renovations and Loading Dock**



**Project Elements**

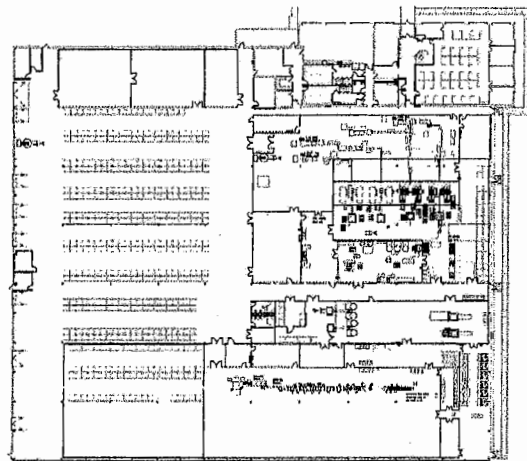
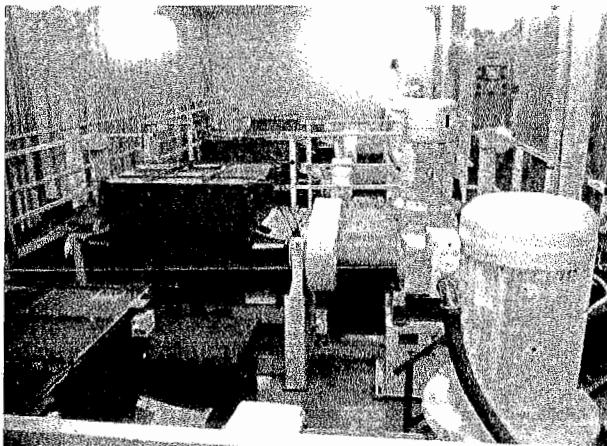
- Mechanical
- Electrical
- Plumbing
- Life Safety
- Loading Dock
- Construction Support Services

Fellenzer Engineering, LLP provided MEP design services for the interior of this one story, 92,000 sf structure. The renovated space was repurposed to include new office space and production areas for the "Satin Ice" and cakes production line of Satin Foods Corporation.

**Design work included:**

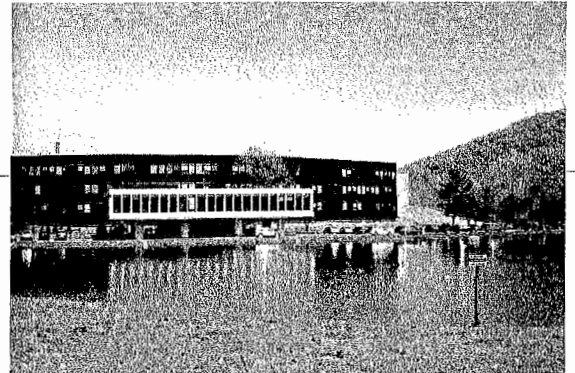
- Corporate Offices
- Employee support spaces
- Loading Docks
- Satin Ice multi-line production expansion
- Wholesale bakery
- Production area for cakes and commercial products

We coordinated our design work with the Food Processing Engineers and the Construction Manager to meet the system feeds required by the equipment layout and selection for the production line.



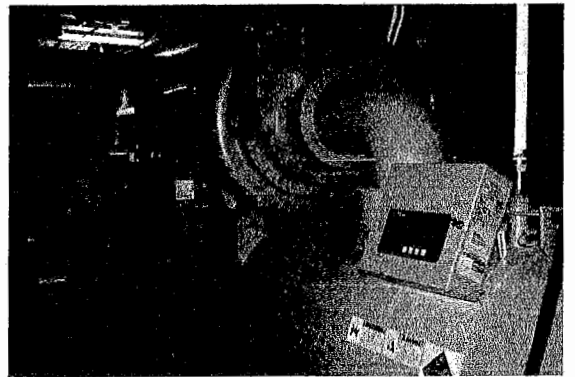
Description of Design Responsibility:

Adaptive Re-use of an Existing Commercial Structure - Mechanical, Electrical, Plumbing, Fire Protection, Structural Elements and Site Work Design Services



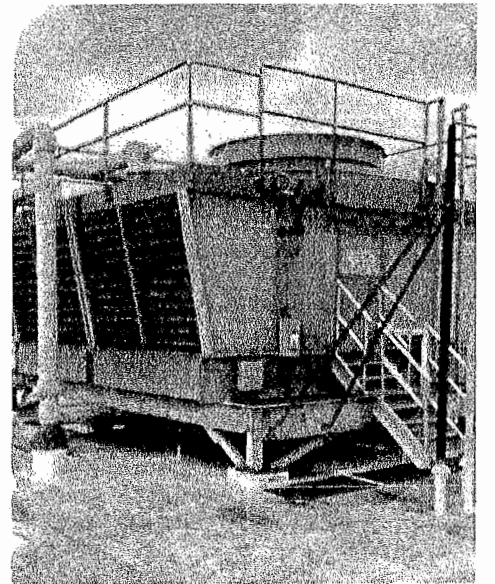
Fellenzer Engineering, LLP provided Watchtower Bible and Tract Society of NY, Inc. with exceptional Engineering Design Services. We accomplished this mission through the adaptive re-use of various MEP Systems, Structural and Site elements of an existing commercial structure to provide residential space, a communal kitchen and dining room, offices, locker rooms, support services, construction shops, beauty/barber shop and storage space in the facility.

The site is a 50 acre property with 184,900 sq. ft. of space formerly used for offices, labs and storage space. Fellenzer Engineering, LLP provided engineering design services to adapt the facility into a temporary construction support facility by making use of existing conditions to minimize construction. The existing systems were supplemented as needed with new systems to enable a completed project that meets the needs of the organization.



**Mechanical (HVAC)**

- The existing building utilized various central station AHUs to provide conditioning (heating and cooling) air to various zones throughout the building.
- A perimeter hot water baseboard heating loop provided draft barrier control of the building skin losses.
- Two (2) low pressure steam boilers were made operational.
- One (1) high pressure steam boiler was repaired.
- The 500 ton absorption chiller was not operational, and required proper sizing and replacement.
- The existing cooling tower was noted to be in poor condition, and required replacement.
- The server/data room cooling system required an additional cooling unit for back up to meet N+ 1 criterion.

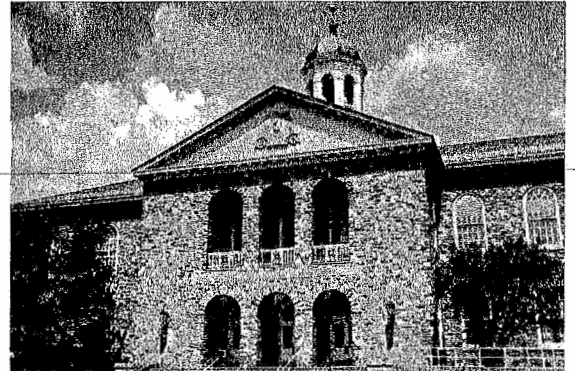


**Plumbing**

- The building plumbing infrastructure consists of both standard and laboratory grade supply, drainage waste and vent systems.
- The Laboratory systems were removed or replaced where required to meet code and the scope of the renovation.
- Multiple plumbing chases (stacked) allowed good adaptive re-use of the domestic supply systems drainage waste and vent systems, as well as providing adequate space for new piping and mechanical exhausts.



Description of Design Responsibility:  
HVAC Study and Design



Study

Fellenzer Engineering, LLP performed a Heating System Review of the existing system at the Poughkeepsie Main Post Office Building. This project was completed under the term contract we hold with the USPS. Our services included:

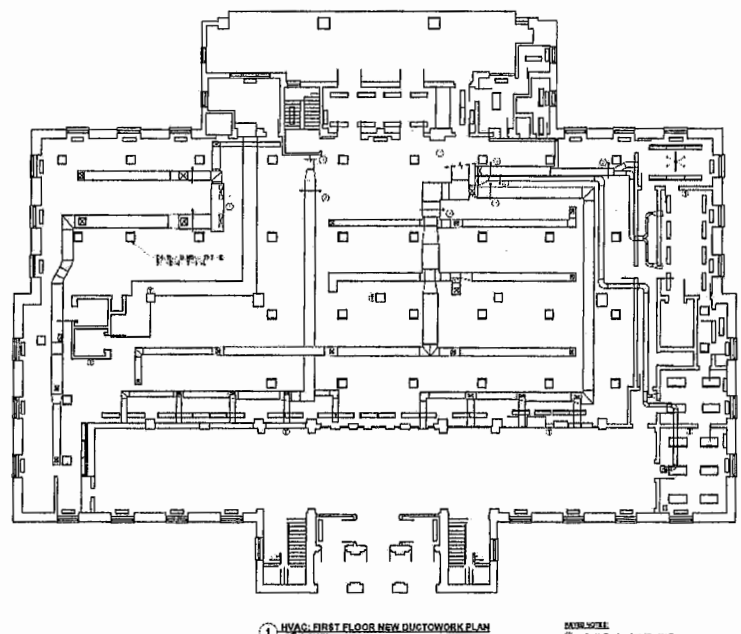
- Report the existing conditions of building HVAC and control system.
- Measure and report findings of HVAC delivery system.
- Review of historical data provided by USPS.
- Review of existing design documents.
- Perform code and ASHRAE compliant HVAC calculations.
- Analyze existing conditions with load calculation to determine solutions.
- Provide detailed report covering all findings with corrective solutions and comparative life cycle cost analyses.

Design

We then performed design services to replace the HVAC systems and Building Management System, in accordance with the recommendations from our previously completed Technical Report – Survey of HVAC Systems.

Design work included:

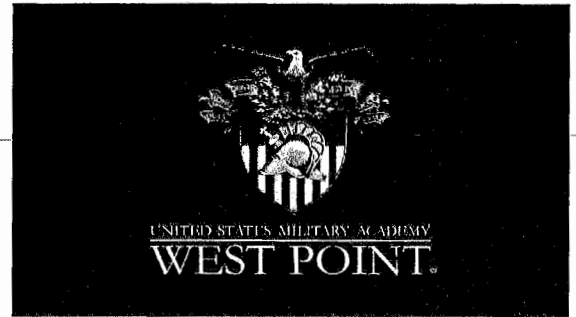
- Install new hydronic boiler plant.
- Replace the (1) air-cooled chiller system, (1) ground mounted condenser, (2) fan coil units, and (2) boilers with packaged DX cooling rooftop units (RTUs) with hydronic reheat coils.
- Provide a building automation control (BAS) system for HVAC equipment per the current postal standards.
- Clean, modify, repair and upgrade existing ductwork to suit the new HVAC system.
- Remove all chilled water piping and install new two pipe system.
- Perform a life cycle cost analysis (LCCA) of alternatives.
- Perform code compliance certification standard analysis of specified design.



Association of Graduates  
United States Military Academy  
West Point, NY  
HVAC Design and Building Addition

FELLENZER III  
ENGINEERING LLP

Description of Design Responsibility:  
HVAC Design and Building Addition



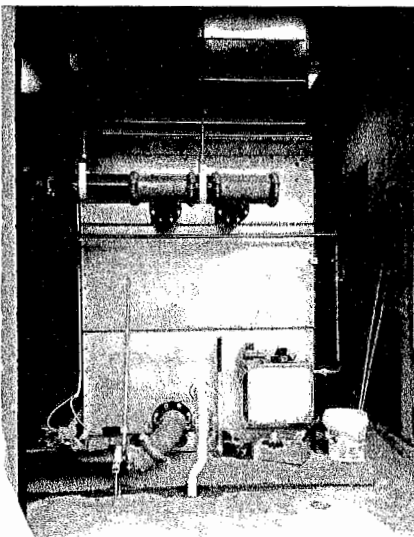
Project Elements:

- HVAC
- Plumbing
- Fire Protection
- Electrical
- General Construction

Fellenzer Engineering LLP provided HVAC design services to repair, replace and upgrade the HVAC system at the Association of Graduates building on the grounds of West Point. The building is three stories and approximately 24,000 gsf.

Details of the system design included:

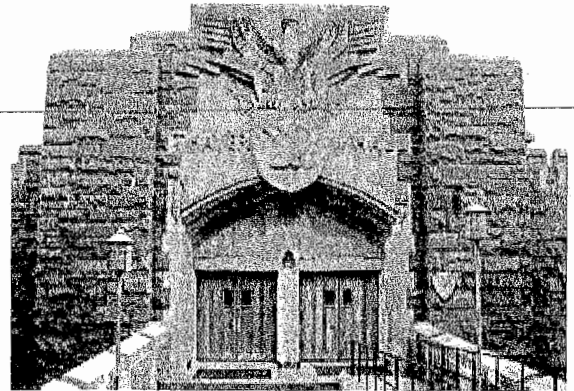
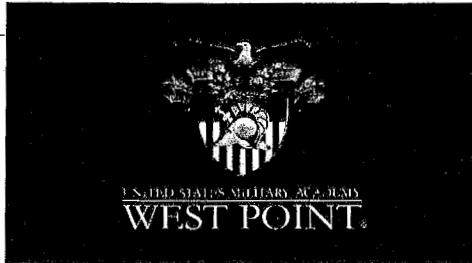
- Expand the existing Mechanical room an additional +/- 660 square feet.
- Provide A/MEP system designs for all related additions, alterations and modifications.
- Design a replacement 110 ton cooling tower, cutover, appurtenances and controls.
- Replace the majority (Approximately 28) of the existing Heat-Pump units with 2-stage high efficiency devices.
- Design supplemental units where necessary and/or where future arrangements may require additional zoning.
- Make additions and alterations to the air-side system balancing and airflow volumes.
- Replace the majority of the linear diffusers with Thermal Diffusers capable of automatically adjusting air-flow patterns and volumes with respect to the seasonal changes.
- Duct and diffuser designs as required for the new HPU installations.
- Modifications to the existing Heating and Cooling plant systems.
- Provide a new boiler system for the Great Hall HVAC unit.
- Make additions and alterations to the Great Hall HVAC system.
- Make additions and alterations to the TBS control system in support of the HVAC Design.
- Design modifications to improve the building envelope systems that impact the HVAC systems.



Thayer Hall  
United States Military Academy  
West Point, NY  
Chiller Replacement

FELLENZER III  
ENGINEERING LLP

Description of Design Responsibility:  
Chiller Replacement



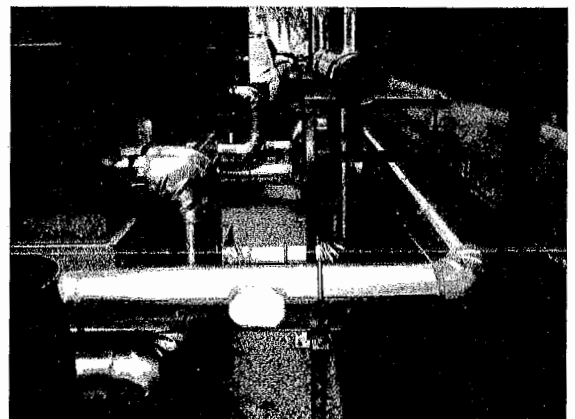
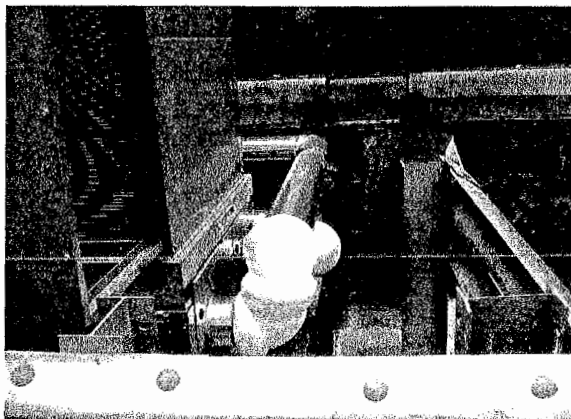
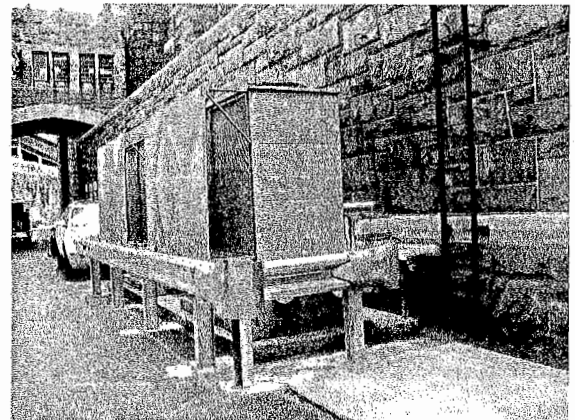
Fellenzer Engineering LLP provided design services for the replacement of existing chiller on a design build basis.

The MEP Design included installing and piping two 30 ton packaged chillers.

We provided the following Engineering Services for the Design:

**CHILLER**

- Layout of the chilled water piping with sketches provided.
- Layout of the chiller based on the schematic design and manufacturer's information.
- Details as required.
- Control system by others.
- Review of piping schematic.
- As-built drawings based on sketches provided.



Veteran Administration  
Manhattan Campus of the VA NY Harbor Healthcare System,  
New York, NY  
HVAC Unit/Control Upgrade

FELLENZER III  
ENGINEERING LLP

Description of Design Responsibility:  
HVAC Unit/Control Upgrade



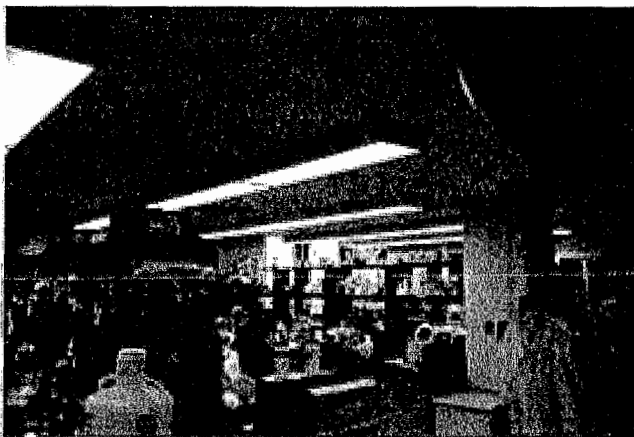
**Project Elements:**

- Designed 4 air-handling units.
- Upgraded large blowers, stronger motor, ductwork extension for new rooms, change valves, balancing system including diffusers and report.
- Identified deficiencies and provided designs to make necessary changes to correct system per manufacturer design requirements.
- Replaced controls systems, such as pneumatic or electronic, LCM, graphic display, preheat, damper with the existing building management systems.
- Required wiring and programming.

Fellenzer Engineering, LLP provided MEP design to address the heating, ventilating and air conditioning (HVAC) of certain areas at the VA Medical Center, Manhattan Campus.

The scope of work for this project included:

- 4 Air Handling Units
- Upgrade AC-1, GI-Unit 11 North and AC-32
- 1st Floor Lobby replacement of AC-8
- 2nd Floor East and AC-25 D-Unit
- 5th Floor West serving the dental area and laboratory 6 West in Building No.1
- Replacement of 10 walk-in refrigeration units in various locations throughout the buildings.
- Replace coils in AC-11, & -12
- Adding cooling to the 6th floor OPC x-ray equipment room



Veteran Administration  
 Manhattan Campus of the VA NY Harbor Healthcare System,  
 New York, NY  
 Upgrade Animal Lab 18 West



Description of Design Responsibility:  
 Upgrade Animal Lab 18 West  
 Phase I Part 1 & 2, Phase 2 Part 1 & 2



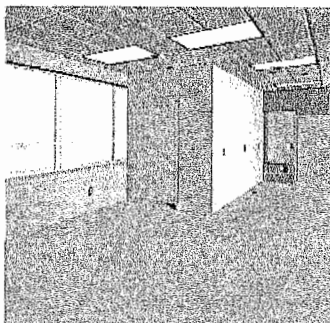
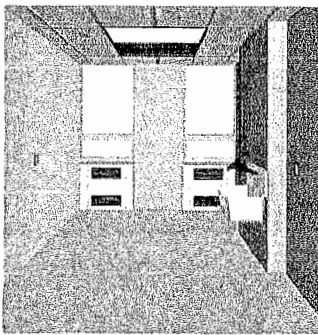
**Project Elements:**

- Demolition
- Energy Efficiency
- BIM/Revit
- Mechanical
- Electrical
- Plumbing
- HVAC

Fellenzer Engineering, LLP is currently working on the MEP design for the upgrade to the Animal Research Lab at the VA Manhattan Campus. This project involves the complete renovation of the existing mechanical, electrical, plumbing and fire protection systems as necessary to ensure the space is in compliance with the "AAALAC", VA Design Manual.

The area of work comprises approximately 9,600 gsf located on the 18th floor west wing of the building. Design work included:

- New HVAC System including:
  - New supply and exhaust systems, duct distribution, balancing and terminal devices.
  - Fan motors with VFD controls to maintain proper air balance.
  - Specialized laminar flow supply diffusers and filtered back exhaust grilles where required.
  - Sound and acoustical noise attenuating devices to meet the VA vivarium noise control requirements.
  - Clean steam humidification system.
  - Temperature, humidity (humidification and dehumidification) and pressure controls tied to the BMS.
  - Preheat, cooling and reheat coils for proper temperature and dehumidification control.
  - New building management controls with recording and reporting capabilities.
- Replace entire existing floor with new slip resistant epoxy flooring system.
- Replace existing ceilings with new impervious ceiling systems with wash down capabilities.
- Correct existing leaks coming from the roof, MER, condensate steam, chilled water or steam system.
- Remove pipes, hoods, repair/replace freezer.
- All new domestic hot and cold water piping throughout the space using type 'L', copper piping insulated per IBC requirements.
- Replace all plumbing fixtures and flow control devices.
- Remove 13 floor drains and replace plumbing components, applicable to each room.
- Renovate staff office with sufficient ventilation, electrical outlets, data points and furniture.
- Replace Fire Protection system components and sprinkler heads.
- Replace lights and electrical outlets in OR rooms, animal holding rooms and other locations as necessary.
- Correct medical air, gas and vacuum serving the OR and preparation rooms.



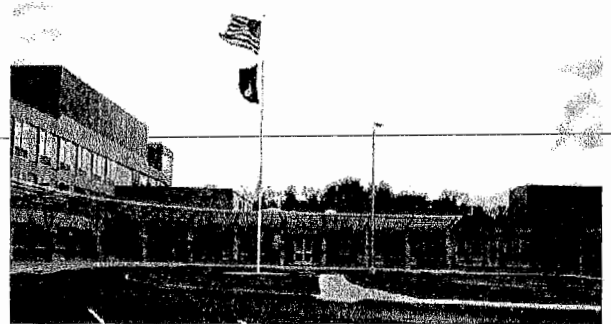
Orange-Ulster BOCES  
Goshen, NY  
The New Regional Education Center at Arden Hill

**FELLENZER III**  
ENGINEERING LLP

**Description of Design Responsibility:**

- Site Lighting Designs
- Mechanical, Electrical, Plumbing and Life Safety Designs
- Building Professional for NYSERDA Incentives and Comprehensive High Performance Schools (CHPS)

NYSERDA Incentive: \$105,297



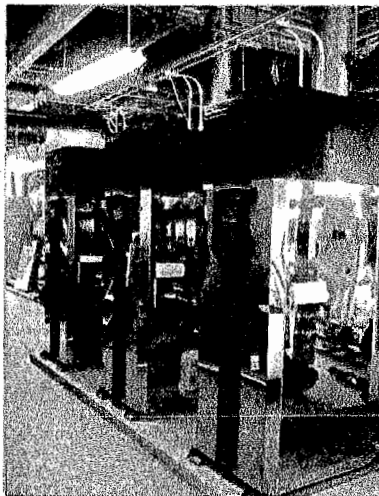
Fellenzer Engineering, LLP provided engineering designs for the renovation of a former hospital into the Regional Education Center at Arden Hill. Included in the design work was:

- Heating, Ventilation, and Air Conditioning
- Site Lighting
- Electrical
- Fire alarm
- Lighting
- Plumbing

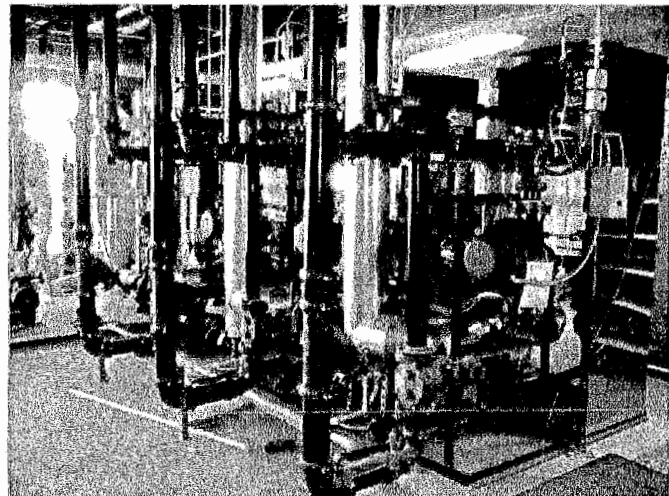
The renovated learning center is a 140,000 sq. ft. building that was designed with maximum energy efficiency in mind.

**Project Elements:**

- Air Handler Replacement
- Mechanical Design
- Electrical Design
- HVAC Design
- Plumbing Design
- Fire Alarm System
- Preparation of Contract Documents
- Construction Support Services
- Energy Performance Contract



*High Efficiency Boilers*



*High Efficiency Pumping System*

MEP Services Provided by Fellenzer Engineering, LLP:

**ELECTRICAL**

- Distribution through the building is a 277/480 volt 3 phase, 4 wire, WYE with transformation to 120/280 volt, 3 phase, 4 wire WYE where needed.
- Electrical Services (Adaptive Reuse)
- New LED Lighting with Daylight Harvesting and Occupancy Sensors throughout
- Emergency Generator
- Automatic Transfer Switches
- Fiber Optic System
- Telecommunications
- Communication & Security

**HEATING, VENTILATION AND AIR CONDITIONING**

- Heat recovery (Air to Air) systems for all ventilation air were utilized to reduce energy consumption, with an estimated payback of less than two (2) years.
- 3 High efficiency condensing boilers
- High efficiency fully modulating rotary chillers (100% air conditioned building)
- Chiller System: added water side economizer
- Air to Air Heat recovery on ventilation air for occupant comfort
- (4) Pipe Air Handlers for heating and cooling in each space
- Variable speed drives controlled by static pressure for reduced ventilation energy during unoccupied times
- Distribution Piping
- Multiple Pumps
- Controls
- Demand Control Ventilation
- Archive Storage Space Dehumidification

**PLUMBING**

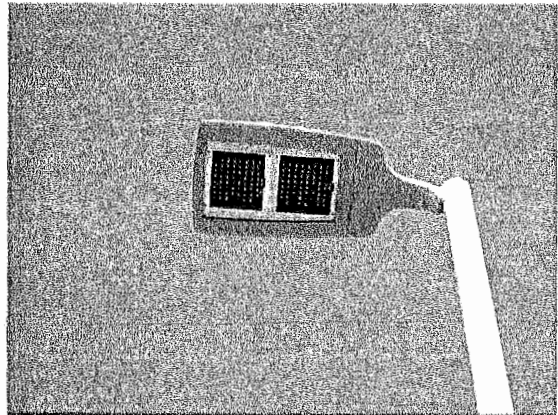
- Domestic Water
- Plumbing Fixtures
- Drain and Vent System
- Storm Drainage

**SPRINKLER**

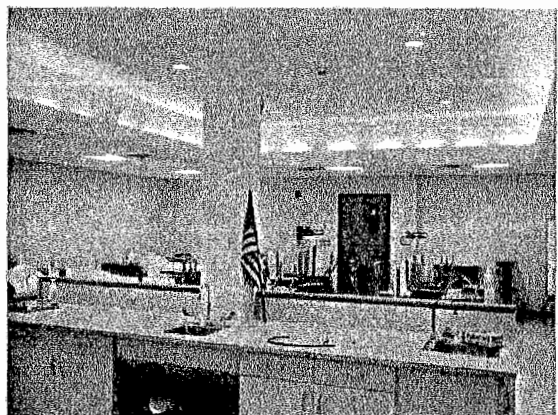
- Sprinkler System (Adaptive Reuse)

**FIRE ALARM SYSTEM**

- Fire Protection
- Building Management System



*High Efficiency LED with 50% Setback*



*High Efficiency LED – Interior*

## KNOWLEDGE OF BUILDING CODES AND REGULATIONS

Since our establishment in 1956, our office has completed thousands of Mechanical, Electrical, Plumbing, Fire Protection Engineering Design and Construction Administration Services as the Prime Consultant and Lead Professional for a variety of Private, State and Federal facilities both within New York State and beyond.

This work requires us to be current and attentive to the constantly changing codes and regulations of the building industry. Our engineers complete a code compliance review in conjunction with each of the over 300 projects we design each year. Depending on the project, our professionals adhere to a variety of code guidelines and other requirements including:

- Building Codes (IBC, State and Local)
- The New York State Uniform Fire Prevention and Building Code
- The National Fire Protection Association Codes
- The Life Safety Code and the National Electrical Code
- ASHRAE Standards
- AISC
- ACI
- The Energy Conservation Construction Code
- EPA Requirements
- HUD and GOSR requirements
- City of New York Codes
- BOCA Codes
- Department of Veterans Affairs requirements
- State Education Department requirements
- State University of New York requirements
- Dormitory Authority requirements
- Department of Corrections requirements

In this regard, having the knowledge of local zoning, ordinances, building codes and standard construction practices has allowed us a level of community involvement, matched with our knowledge of local, state and national codes, which remains unrivaled in the field of Professional Engineering Service.

Fellenzer Engineering, LLP maintains a complete electronic and paper code reference library available for all of our staff to utilize. For all projects, our personnel perform a code review and analysis, and are very familiar with the new State Building Code requirements.



## RECOGNITION AND AWARDS

### Recognition and Awards Received for Design Excellence

#### Grants

- **New York State Governor's Office of Storm Recovery (GOSR) Funded Disaster Recovery**
  - Town of Olive, West Shokan, NY - Engineering Design Services – Facilities Rehabilitation
  - Town of Wallkill, Middletown, NY - Back-up Power for Critical Infrastructure Project
  - Village of Ellenville, Ellenville, NY - Emergency Generators Program

#### NYSERDA Rebate Projects

- **Enlarged City School District of Middletown, Middletown, NY**
  - Project – New Presidential Park Elementary School - 200,000 sq. ft., MEP, Life Safety, Building Controls System, Site Lighting, ARC Flash, Site/Civil
  - NYSERDA Rebate – \$279,617
- **Orange-Ulster BOCES, Goshen, NY**
  - Project – New Regional Education Center at Arden Hill – 140,000 sq. ft. building conversion, MEP, Energy Management System, Site Lighting, Site/Civil
  - NYSERDA Rebate - \$105,297
- **Clarkstown Central School District, New City, NY**
  - Project - District Wide HVAC Upgrade for 5 Schools
  - NYSERDA Rebate - \$28,200

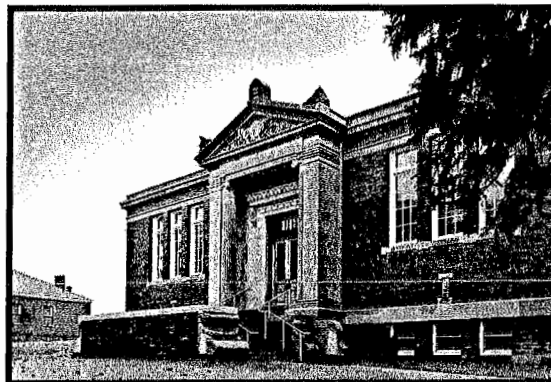
#### LEED Certification Projects

- LEED Silver Certification – Carnegie Library, Kingston City School District, Kingston, NY
- LEED Silver Certification – Eastern Dutchess Government Center, Dutchess County, Poughkeepsie, NY

#### 2012 AIA Award - Citation Award

##### LEED SILVER DESIGN

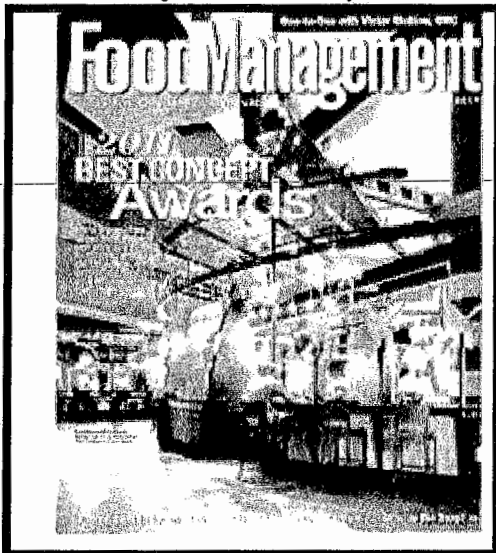
- Carnegie Library – Kingston City School District, Kingston, NY



[http://en.wikipedia.org/wiki/Kingston\\_City\\_Library](http://en.wikipedia.org/wiki/Kingston_City_Library)

2011 Best Concept Award – Food Management magazine

- ◆ College of New Jersey - Eickhoff Hall Dining – Ewing Township, NJ



2004 Outstanding Designs – Post Secondary - American School and University magazine

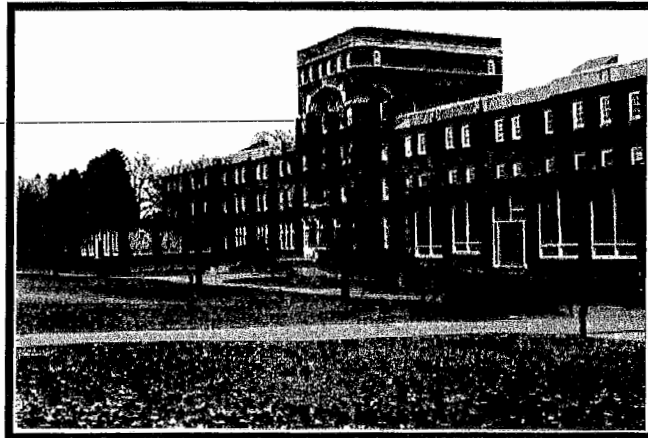
- ◆ Mount St. Mary College - Sakac Hall – Newburgh, NY



Sakac Hall, Mount St. Mary College

### "The 1995 Build New York Award"

- ◆ Trinity Pawling School - Cluett Hall Renovation - Pawling, NY: This award was for recognition of excellence in teamwork and construction management.



Cluett Hall Renovation  
Trinity Pawling School

### Best Electrical Design 2002 – NYS National Society of Professional Engineers

- ◆ Helen Hayes Hospital, Haverstraw, NY Emergency Generator & Electrical System - NYS National Society of Professional Engineers. This project involved the installation of a total of 600KW electrical generation building alternatives to meet the requirements of emergency electrical distribution per NEC 517 & NFPA 99, all while maintaining 100% electrical generation to the 24 hour, 7 day per week facility.

### Best New Commercial Building – Orange County Realtors Association

- ◆ Medical Office Building for Drs. Bowden and Weitzner - Town of Wallkill, NY - Orange County Realtors Association Award for Best New Commercial Building of 1994.
- ◆ Medical Office Building for Dr. Teitelbaum - Town of Wallkill, NY - Orange County Realtors Association Award for Best New Commercial Building of 1993.

### Historic Preservation (2 Awards)

- ◆ Brewery Apartments - Middletown, NY: two awards for Historic Preservation and Renovation of a Historic Building.

### National Award for Energy Conservation

- ◆ Port Jervis Housing Authority - Port Jervis, NY: National Award for Energy Conservation for heating system replacement project.

### AIA Award for Historic Preservation - AIA Award

- ◆ St. Mary of the Snow - Saugerties, NY: AIA Award for Historic Preservation.

### Letters of Appreciation

- ◆ County of Orange, NY
- ◆ Guild Molders, Middletown, NY
- ◆ Clarkstown Central School District, New City, NY
- ◆ Area Fund of Dutchess County, Dutchess County, NY

## REFERENCES

Fellenzer Engineering, LLP is proud to share a cross section of some of the hundreds of client references from over the past 10 years. Our many repeat clients have come to know and rely on our high level of technical expertise and the quality of our work in constructing and maintaining their facilities. Should you require additional references we are happy to provide them on request.

### US Department of Veterans Affairs

Lyons Campus of the VA New Jersey Health Care System  
151 Knollcroft Road  
Lyons, NJ 07939  
(908) 647-0180  
Contact: Mr. Gary Boehner, COTR

James J. Peters VA Medical Center (Bronx, NY)  
130 West Kingsbridge Road  
Bronx, NY 1468  
(718) 741-4350  
Contact: Mr. Phillip Kang, COR

### Orange-Ulster BOCES

53 Gibson Road  
Goshen, NY 10924  
(845) 291-0150  
Contact: Mr. Mark Coleman, Director of Operations

### Enlarged City School District of Middletown

22 Wisner Avenue  
Middletown, NY 10940  
(845) 326-1194  
Contact: Mr. Thomas Scott, Superintendent of Buildings & Grounds

### Clarkstown Central School District

62 Old Middletown Road  
New City, NY 10956  
(845) 639-6433  
Contact: Mr. Tony Burlesco, Maintenance Manager

### Greenwood Lake Union Free School District

P. O. Box 8  
Greenwood Lake, NY 10925  
(845) 477-2411 ext 51120  
Contact: Mr. Robert Porras, Facilities Manager

### Vassar College

P.O. Box 0704  
124 Raymond Avenue  
Poughkeepsie, NY 12604  
(845) 437-7137  
Contact: Mr. Mike Oliver, Supervisor, Central Heating Plant

### SUNY Orange

115 South Street  
Horton Hall  
Middletown, NY 10940  
(845) 341-4602/4224  
Contact: Mr. Fred Brennen, Facilities Project Manager

### Primo Sports Complex

PO Box 422  
Goshen, NY 10924  
(845) 294-1124  
Contact: Mr. Luca Spensieri

### Orange County Government Center

Clark Patterson Lee  
50 Front Street, Suite 202  
Newburgh, NY 12550  
(800) 274-9000 ext 1055  
Contact: Mr. Anthony Marchetti, P.E.

### Hudson Valley Lighting

Profex, Inc.  
264 North Plank Road  
Newburgh, NY 12550  
(845) 565-8845  
Contact: Mr. Ron Bloomer, President



**SECTION III STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS [GENERAL MUNICIPAL LAW §103-d]**

Please see the attached completed Statement of Non-Collusion in Bids or Proposals [General Municipal Law §103-d].

**Statement of Non-Collusion in Bids or Proposals [General Municipal Law §103-d]**

By submission of this bid, each Bidder/Proposer 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 their 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/Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder/Proposer and will not knowingly be disclosed by the Bidder/Proposer prior to opening directly or indirectly to any other Bidder/Proposer or to any competitor; and
3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

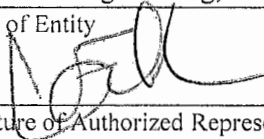
No bid/proposal will be considered for award nor shall any award be made where paragraphs 1, 2, and 3 above have not been complied with; provided however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefor. Where paragraphs 1, 2 and 3 above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the County determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder/Proposer: 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 prices being bid/proposed does not constitute, without more, a disclosure hereunder.

**I, John D. Fellenzer, P.E., Principal hereby affirm under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.**

Fellenzer Engineering, LLP

Name of Entity



Signature of Authorized Representative

8-2-18

Date

**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 August, 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:

**FIRST:** 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

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:

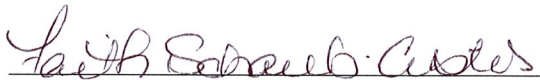
Defend any and all claims, lawsuits, legal actions or proceedings of any kind whatsoever, which may be brought against the TOWN or any of its officials, employees, agents, departments, boards, commissions, agencies and/or committees, are named or participate, or in which any way may be impleaded with 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

  
\_\_\_\_\_  
Faith Schaub-Custer

TOWN OF ORANGETOWN

By: \_\_\_\_\_

Title: \_\_\_\_\_







# 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

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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 Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto Town of Orangetown, as  
Obligee, in the sum of 5%  
Dollars ( 5% ) 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 Mack 2021 Granite MHD Truck and Heil 20Yd Packer Body  
("Project").

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  
the penal sum of this bond.

Signed this 29 day of JULY, 2020.

By: *Paul Greal*  
(Principal)

By: *Vance Stagg*  
Travelers Casualty and Surety Company of America  
Attorney-in-Fact



**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

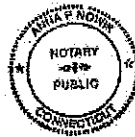
City of Hartford ss.

By:   
Robert L. Raney, 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. Nowik, 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 filed in the office of the Secretary; and it is

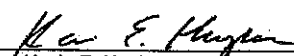
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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, any 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 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 NY 11434

(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.

ITEM

DELIVERY: 210 TO 240 DAYS  
A/R/O

TOTAL PRICE

One (1) New Heavy Duty Refuse Rear Packer Truck

\$ 235,628.00

ONE (1) NEW 2021 OR NEWER MACK GRANITE "MHD" MODEL GR64B9 w/ HEIL  
27YD REAR LOAD PACKER "AS SPECIFIED" NO EXCEPTIONS 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](http://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.

BY: Paul Anest

TITLE: CFO

COMPANY OR CORPORATION: GABRIEL TRULSAP, LTD  
15320 SO. COMMIT AVE  
JANESVILLE, MI 48831

TELEPHONE NUMBER: 718-877-7348

## 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

BY:   
FOR: C. P. R. I. C. C. T. R. U. L. I. S. A. K. S. A. L. I. T. A

## 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 GABRIELLI TRUCK SALES CO, a domestic corporation having its principal place of business at 153-20 SOUTH CORTLAND AVE, JAMAICA, NY 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:

<u>ITEM</u>	<u>TOTAL PRICE</u>
-------------	--------------------

DELIVERY: 210<sup>TO</sup> 240 DAYS A/R/O.

One (1) New Heavy Duty Refuse Rear Packer Truck

\$ 235,628.00

*ONE (1) NEW 2021 OR NEWER MARK GRANITE "MHD" MODEL GR64B9 w/ HEIK 27 YD REAR LOAD PACKER "AS SPECIFIED" 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 CLERK (SEAL)

TOWN OF ORANGETOWN

BY \_\_\_\_\_  
SUPERVISOR

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

BY \_\_\_\_\_  
SUPERINTENDENT

ATTEST:

*Orlando Ruiz*  
SECRETARY (SEAL)

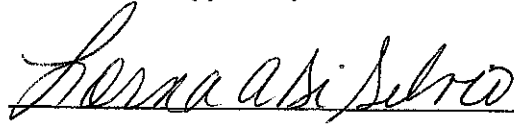
GABRIEL TAUKSAS  
CONTRACTOR AND/OR  
CONTRACTING FIRM/  
CORPORATION

BY *Paul Guedes*

STATE OF NEW YORK )  
: ss.:  
COUNTY OF MASSACHUSETTS )

On the 07 day of JULY, 2020, before me, the undersigned a Notary Public in and for said state, personally appeared Paul Avvento, 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.

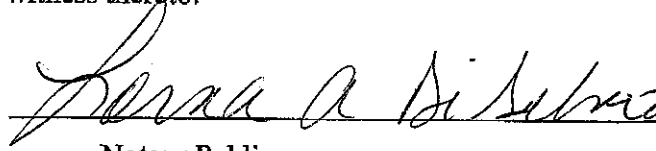
LORNA A. DISILVIO  
Notary Public, State of New York  
Reg. No. 01D16371275  
Qualified in Suffolk County  
Commission Expires February 20, 2022

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: ss.:  
COUNTY OF MASSACHUSETTS )

On the 07 day of JULY, 2020, before me, the undersigned a Notary Public in and for said State, personally appeared Amedeo Gabrielli, 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 POINT, New York, that he/she/they know(s) Paul Avvento 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 Avvento 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. 01D16371275  
Qualified in Suffolk County  
Commission Expires February 20, 2022

  
\_\_\_\_\_  
Notary Public

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 the \_\_\_\_\_ day 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

## SPECIFICATIONS

### 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
<b>Newest and Current Model - Heavy Duty Refuse Rear Packer Truck</b>			
<b>NYS DVM DEALER Certification</b>	<b>Prime Bidder MUST be a New York State DMV Registered Truck Dealer</b>	✓	
	You Must Enter Your NYS DVM Dealer Number Below:	✓	
	<i>#7057622</i>	✓	
	<b>Dealer Number :</b>		
<b>Chassis/ Frame &amp; Wheelbase:</b>	2021 or Newer Mack Granite Axle Back Tandem 6x4 Truck or Equal	✓	
	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.	✓	
<b>MAXIMUM GVW &amp; AXLE RATINGS:</b>	Gross Vehicle Weight Rating of 64,000 Lbs.	✓	
	Front Axle Capacity - 18,000 Lbs.	✓	
	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.	✓	
<b>ENGINE:</b>	Cummins ISL9-D 350, 350HP@ 2200 RPM. US'17 Displacement: 8.9L	✓	
	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 will Comply with the Latest Federal Emissions Manitory for Current Model Year.	✓	
<b>ENGINE EQUIPMENT:</b>	Air Compressor: Meritor/Wabco 318 (18.7 CFM)	✓	
	Engine Mounted Oil Check And Fill	✓	
	Engine Brake: Jacobs C Brake, 2 Position	✓	
	Batteries: (3) 12volt Mack M/F 31 760/2280 CCA Threaded Stud Deep Cycle	✓	
	Alternator: 35 SI Delco 12v, 135Amp Brushless Heavy Duty	✓	
	Air Cleaner, 11"X30" Back Of Cab Single Element Dry Type	✓	

## SPECIFICATIONS

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Starter: Delco Remy 39MTHD 12V Electrical Soft-Start Engagement System	✓	
	Electronic Starter Interlock System	✓	
	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	✓	
<b>ENGINE EQUIPMENT:</b>	Exhaust, Side Of Cab Single (R/S) Vertical Straight Exhaust Stack	✓	
	Exhaust Bright Finish Heat Shield, Stack and SCR Cover	✓	
	Tether Device Package 4 (Caps and Covers)	✓	
	Fan Drive: Kysor Fan, "On-Off"	✓	
	Flywheel: Light Weight Aluminum	✓	
	Fuel-Water Separator: Davco 382 Fuel Pro. Non - Heated/Water Separator w/Vendor Primary	✓	
	Engine Starting Aid - Electric Preheater	✓	
	Radiator, Aluminum Core	✓	
<b>TRANSMISSION</b>	Allison Automatic - 3000 RDS 6 Speed Rugged Duty Series w/5th Generation Electronic Controls with PTO Provision	✓	
<b>TRANSMISSION EQUIPMENT/ DRIVELINES:</b>	Main Driveline: Spicer 1760 HD w/Coated Splines (Props-M)	✓	
	Interaxle Driveline: Spicer 1710 HD w/Coated Splines	✓	
	Transmission Bell Housing, Aluminum	✓	
	Gear Shift, Neutral To Range Inhibit	✓	
	Furnish Stainless Steel Transmission Cooler & Coolant Lines	✓	
	Synthetic Transmission Fluid	✓	
<b>CAB EQUIPMENT:</b>	Conventional Cab (Welded Steel Galvanized Shell) with Air Ride Suspension	✓	
	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 Compartments	✓	
	Dome Light, (4) W/Self-Contained Switch	✓	
	Diagonal Handle On Driver Side Door Panel	✓	
	Am/Fm/Cd Radio With Weatherband	✓	
	Auto Shutoff for Radio Entertainment System when Vehicle is Engaged in Reverse	✓	

## SPECIFICATIONS

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Engine Shutoff, Key Type	✓	
	Gauge, Air Pressure	✓	
	Gauge, Voltmeter	✓	
	Gauge Cluster, Exhaust Pyrometer, Engine Oil, And Transmission Oil Temperature Gauges	✓	
	Gauge, Engine Coolant Temperature	✓	
	Gauge, Engine Oil Pressure	✓	
	Gauge, Fuel Level	✓	
<b>CAB EQUIPMENT:</b>	Gauges, English Display	✓	
	Gauge, Speedometer W/Trip Odometer (Electronic 1% Accuracy)	✓	
	Engine Tachometer Electronic With Hourmeter	✓	
	Glass-Cab Window, Safety Tinted Windshield, Side And Rear Windows	✓	
	Grab Handles, Aluminum, Rh & Lh Behind Door	✓	
	Grille, Black Finish Bars w/Platinum (Nickel Brushed) Surround Radiator Mounted	✓	
	Headlamp Bezel- Molded Plastic	✓	
	High Beam Indicator Light	✓	
	Two (2) Assignable BodyBuilder Dash Switches (1 On-Off, 1 Momentary)	✓	
	Switch in Dash w/Wiring Routed to Cab Roof, Above LH&RH Doors for Local Installation of Strobe Lights	✓	
	Body Builder Access Connector Inside Of Cab For Body Controls	✓	
	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	✓	
	Instrument Panel, Gray With Black Gage Bezel	✓	
	Interior Trim Level, (Grey) Features: Padded Vinyl Headliner	✓	
	In-Cab Pneumatic Line Cleanout	✓	
	Rear Panel With Storage Pouch, Polyurethane Rubber Padded floor Mat	✓	
	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	✓	
	Parking Brake On Indicator Light	✓	
	Right Side Door Peep Window	✓	
	Exterior Sun Visor Painted Cab Color	✓	
	Rear Window (Fixed Type)	✓	
	Seat - Driver, Mack-Air High Back, 1 Chamber Air Lumbar	✓	



## SPECIFICATIONS

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

## SPECIFICATIONS

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Trunnion Bushing - Bronze 50" Axle Spacing	✓	
	Carrier/Ratio - 5.66 Cast Ductile Housing	✓	
	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	✓	
	Brake Drums -- Rear, Cast Outboard Mounted	✓	
	Dust Shields -- Rear Brake, Furnish	✓	
	Premium Hub Oil Seal	✓	
	Slack Adjusters -- Rear, Haldex -- Automatic	✓	
	Spring Brake Chambers -- Quantity, (4) Chambers Double Diaphragm Type	✓	
<b>AIR/BRAKE:</b>	Air Reservoirs - Steel Painted Black	✓	
	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	✓	
	In-tank Auto Drain Valve W/Lanyards on Brake System Tanks	✓	
<b>ELECTRICAL EQUIPMENT:</b>	Electrical Master Disconnect Switch Mounted By Battery Box	✓	
	Back-Up Alarm, With Intermittent Feature (Ambient Noise Sensitive)	✓	
	Battery Box, Cover Polished Aluminum	✓	
	Battery Box, Mounting RH Rail Behind SCR	✓	
	Emergency Start Studs, Battery Box Mounted	✓	
	Courtesy Light Switch (Headlamp And Clearance)	✓	
	Daytime Running Lights,	✓	
	Electric Circuit Protection Package, All Curcuits Fuse/Breaker Protected	✓	
	Headlights, Single Mounted Rectangular Halogen Lamps Flush Mtd.	✓	
	Work Lights - Chassis Mounted RH/LH LED Lights on Steps & Ground Both Sides of Truck	✓	
	Signal Flasher Type, Transistorized Turn Signal, Federal Mogul #250	✓	
<b>PTO:</b>	Allison Transmission PTO Opening	✓	
<b>PAINT:</b>	Cab Exterior, Chrome Yellow with Satin Black on Hood-Base Coat/Clearcoat	✓	
	Frame Color, Black	✓	
	Frame Rust Preventative Between Rails	✓	
<b>ADDITIONAL</b>	Icc Safety Kit (Fire Extinguisher And Road Reflectors)	✓	

## SPECIFICATIONS

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<b>EQUIPMENT:</b>	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	✓	
<b>WARRANTY:</b>	Basic Vehicle – 12 Months On All Components	✓	
<b>OPTIONAL</b>	5 Year /100,000 Miles, Engine Warranty Is To Cover Exhaust After-Treatment System And To Include Turbo Charger, Injectors, And Water Pump.	✓	
<b>WARRANTY:</b>	Allison Transmission – 5 Years / Unlimited Miles	✓	
<b>NYS DMV Stickers</b>	NYS DMV Registered Dealer MUST Affix The Required NYS Safety and Emmission Stickers before delivery	✓	

## SPECIFICATIONS

		YES	NO	OFFERED
<b>1</b>	<b>CAPACITY</b>			
	a. The packer body shall have a capacity, excluding the receiving hopper, of not less than: <b>27 Yd3</b>	✓		
	b. The hopper shall have a capacity of <b>3.64</b> 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>2</b>	<b>BODY DIMENSIONS</b>			
	a. Maximum width, outside <b>96"</b>	✓		
	b. The maximum overall length of the body and tailgate combined shall not exceed the following:	✓		
	<b>LENGTH</b>			
	290"	✓		
	<b>CAPACITY</b>			
	27 Yd3	✓		
	c. The body width inside <b>89"</b> .	✓		
	d. The body height inside <b>79"</b> .	✓		
	e. The body height outside (above chassis) <b>96"</b> .	✓		
<b>3</b>	<b>BODY CONSTRUCTION</b>			
	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.	✓		
	c. 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 roof members shall be continuous welded.	✓		
	d. 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.	✓		
	e. 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.	✓		
	f. 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.	✓		

## SPECIFICATIONS

		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.	✓		
	h. 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. <b>No Exceptions</b>	✓		
	i. 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.	✓		
	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. <b>No Exceptions</b>	✓		
	k. The body and attaching parts shall be sealed with Tersotat Joint Sealer and CavityCoat for rust prevention protection. <b>No Exceptions</b>	✓		
	l. The body shall be undercoated with a Thixotropic material to provide protection to the underside of the refuse body. <b>No Exceptions</b>	✓		
4	<b>TAILGATE DIMENSIONS</b>			
	a. 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".	✓		
	d. Loading sill height below chassis rail shall be 4.6" exclusive of container handling equipment.	✓		
	e. Overall height above the chassis frame with the tailgate raised shall not exceed 180".	✓		
5	<b>TAILGATE CONSTRUCTION</b>			
	a. 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.	✓		
	b. Tailgate side reinforcement shall consist of 2" x 6" x 11 gauge 100,000 PSI formed steel channels fully welded to the perimeter edge of the tailgate side sheets. An interlaced network of 2" x 7" x 11 gauge 100,000 PSI and 3" x 7" x 11 gauge 100,000 PSI typical yield formed steel channels shall also be fully welded to the tailgate side for superior support.	✓		
	c. Hopper floor shall be minimum 1/4" AR400 abrasion resistant plat steel with typical 184,000 PSI tensile strength and 145,000 PSI typical yield strength.	✓		

## SPECIFICATIONS

		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 steel 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.	✓		
	f. One (1) grab handle of 3/4" 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.	✓		
	g. 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.	✓		
	h. 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. 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.	✓		
	j. The hopper sill shall be formed from 3/16", 110,000 PSI high tensile steel.	✓		
	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. <b>No Exceptions</b>	✓		
6	<b>PACKING MECHANISM</b>			
	a. Packing cycle 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.	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
	c.			
	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.	✓		
<b>1</b>	<b>Carrier Panel</b>			
	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 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 180° for extended service life. Shoes must be replaced without removing the carrier from the tailgate and shall comply with specification 028-0479.	✓		
	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.	✓		
	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.	✓		
<b>2</b>	<b>Packing Blade</b>			
	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.	✓		
	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.	✓		
	e.			
	All packing mechanism cylinders shall have replaceable hardened steel bushings for extended service life.	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
	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.	✓		
	g. 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 pre-adjusted ejector unload valve. No operator attention shall be required to advance the ejector panel forward as the body fills.	✓ ✓		
	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	✓		
<b>7</b>	<b>DISCHARGE OF LOAD</b>			
	a. 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:	✓		
	<b>CAPACITY</b>			
	27 Yd3	✓		
	<b>STAGES</b>			
	4	✓		
	<b>BORE</b>			
	6"	✓		
	<b>STROKE</b>			
	147.8"	✓		
	c. The ejector panel concaved face sheet shall be constructed from 11 gauge hi-tensile 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.	✓		



## SPECIFICATIONS

		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 45o plate which shall also serve as a self cleaning device.	✓		
	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. <b>No Exceptions</b>	✓		
<b>8</b>	<b>CONTROLS</b>			
	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.	✓		
	c. 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.	✓		
	d. Power take off controls shall be conveniently mounted in the cab, preferably to right side of the driver.	✓		
<b>9</b>	<b>HYDRAULIC SYSTEM</b>			
	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:	✓		
<b>1</b>	<b>Electrical Signal Hot Shift Clutch PTO</b>	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
	b. 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.	✓		
	c. 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. <b>No Exceptions</b>	✓		
	e. 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.	✓		
	g. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise.	✓		
	h. 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 bolster to the tailgate hinge area.	✓		
	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. <b>No Exceptions</b>	✓		
	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.	✓		
	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.	✓		
	k. All multi-spool control valves shall be of a section design such that servicing would not require replacement of the entire valve assembly.	✓		
<b>10</b>	<b>HYDRAULIC CYLINDERS</b>			
	a. All cylinders must have a working pressure rating of no less than 2500 PSI.	✓		
	b. 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.	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
	c. Packing cylinder rods must be induction hardened to a surface hardness of 55-65 Rockwell C scale.	✓		
	d. Rods and working sleeves of all cylinders shall be chrome plated.	✓		
	e. All packing cylinder end lugs shall be forged steel material with excavating quality hardened steel bushings.	✓		
<b>11</b>	<b>ELECTRICAL</b>			
	a. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom	✓		
	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).	✓		
<b>12</b>	<b>LIGHTING</b>			
	a. Clearance lights, a back up, four (4) directional lights and five (5) brake lights shall be Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable.	✓		
	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.	✓		
	c. 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.	✓		
	d. There is to be a work light mounted in the hopper with the switch mounted on the tailgate	✓		
	e. 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>13</b>	<b>PAINTING</b>			
	a. First Step - Smoothing - All weld slag, splatter or roughness shall be removed with 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.	✓ ✓		
	b. 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.	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
	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.	✓		
	f. 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>14</b>	<b>OPTIONAL EQUIPMENT:</b>			
	a. 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	✓		
	c. 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 <b>No Exceptions</b>	✓		
	d. 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>	✓		
	e. 20Lb Fire Extinguisher is to be mounted to the outside of the body in easy reach of the operators cab	✓		
	f. A broom and shovel rack is to be mounted on both sides of the tailgate	✓		
	g. Anti splash, anti sail mud flaps are to be mounted ahead of the rear tandems	✓		

## SPECIFICATIONS

		YES	NO	OFFERED
15	<b>WARRANTY</b>			
	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.		✓	
16	<b>PARTS MANUAL</b>			
	Bidder shall furnish a complete parts, maintenance and operator's manual.		✓	

**BID OPENING TIME**

11:00AM

**DATE**

July 16, 2020

**CONTRACTOR  
NAME  
&  
ADDRESS**

*Turbo Golf Inc  
Pawtucket Lakes NJ  
MS PATERCARE LLC  
Northford, CT*

**DATE RECEIVED**

*7/16/2020*

*7/16/2020*

**TIME RECEIVED**

*9:40 AM*

*10:07 AM*

**NON COLLUSION  
STATEMENT**

*✓*

*✓*

**BID BOND or  
CERTIFIED CHECK**

*✓*

*✓*

**3/8" Washed Plea gravel in drainage ditches / Green Pro Materials 140 White Bunder 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  
a reputable sod farm. The Town's Superintendent & Golf Course Superintendent will approve  
the choice of sod grower**

*Price per square foot - based upon approx 26,000 square foot of bunkers*

**Price per square foot**

*\$ 13 <sup>00</sup>/<sub>100</sub>*

*\$ 9 <sup>99</sup>/<sub>100</sub>*

*\$*

*\$*

*\$*

**Total Price**

*\$ 338,000 <sup>00</sup>/<sub>100</sub>*

*259,349 <sup>00</sup>/<sub>100</sub>*

*\$*

*\$*

*\$*

**BID BOND**

PENAL SUM FORM

BIDDER (Name and Address):

US Pitchcare LLC  
18 Evergreen Road, Northford, CT 06472

SURETY (Name and Address of Principal Place of Business):

Aegis Security Insurance Company  
4507 North Front Street, Harrisburg PA 17110

OWNER (Name and Address):

Town of Orangetown  
81 Hunt Road, Orangeburg, NY

BID

BID DUE DATE: July 16, 2020

PROJECT (Brief Description Including Location):

Blue Hill Golf Course Bunker Renovation Project Contract # 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%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER


US Pitchcare LLC (Seal)  
Bidder's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

SURETY

Aegis Security Insurance Company (Seal)  
Surety's Name and Corporate Seal

By:  \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: John C. Wagner, Attorney-in-Fact  
Signature and Title

Notes: (1)	Above addresses are to be used for giving required notice.
(2)	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 statute 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.



**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**

(Name of Surety 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)

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)

By: 

John C. Wagner, Attorney-in-Fact

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

ACKNOWLEDGEMENT BY CONTRACTOR IF A CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did, depose and say for himself, that he/she reside in \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the forgoing instrument that he/she knows the seal of said corporation; that seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT BY CONTRACTOR IF A PARTNERSHIP

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be a member of \_\_\_\_\_ the firm described in and which executed the forgoing bond or obligation and he/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT BY CONTRACTOR IF AN INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the forgoing instrument, and he/she duly acknowledge that he/she executed the same.

\_\_\_\_\_  
Notary Public

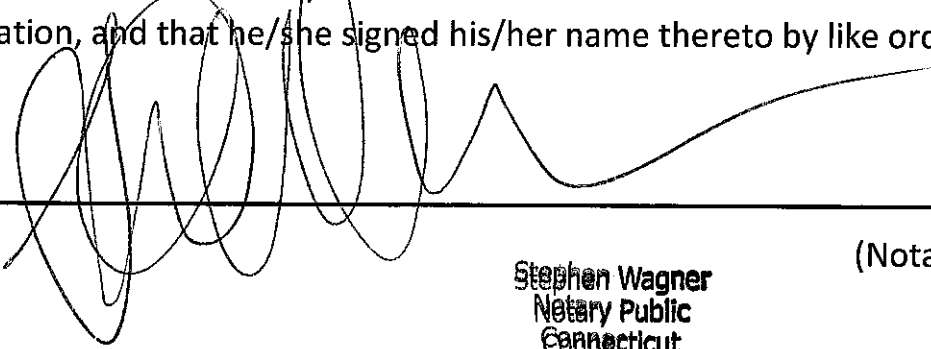
Surety Acknowledgement

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.



(Notary Public)

Stephen Wagner  
Notary Public  
Connecticut  
My Commission Expires  
October 31, 2021

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 4<sup>th</sup> 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 be 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 24<sup>th</sup> day of June, 2020.

AEGIS SECURITY INSURANCE COMPANY

By:

*W. J. Wollyung III*



W. J. WOLLYUNG, III  
President

Commonwealth of Pennsylvania }  
County of Dauphin } s.s.: Harrisburg

On this 24<sup>th</sup> 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*

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 16<sup>th</sup> day of July 2020

*Rebecca J. Liddick*

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
<b>Admitted Assets</b>		
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
	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
<b>Liabilities, Capital and Surplus</b>		
<b>Liabilities:</b>		
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	9,929	10,098
Total liabilities	141,639,125	112,894,005
<b>Capital and surplus:</b>		
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



## BID PROPOSAL

- 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.

## BID PROPOSAL

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<br>@ 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 Superintendent will approve the choice of sod grower

**PROVIDE PRICE PER SQUARE FOOT BASED UPON APPROX 26,000 SQ FT OF BUNKERS:**

\$ 9.97

Price per square ft in Figures

NINE DOLLARS 97/100 -

Price per square ft in Words

\$ 259,349.00

Total Price in Figures

TWO HUNDREDS FIFTY NINE

Total Price in Words

THOUSAND THREE HUNDREDS FORTY NINE 00/100

Company Name: US PITCHCARE LLC Prepared by: PAUL BOYD

Address: 18 EVERGREEN RD City: NORWICH State: CT Zip: 06472

Phone #: 203-219-7459 Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Date: 7/15/2020

PAUL @ 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 80

State Contractor License No. \_\_\_\_\_ (if applicable)

BID PROPOSAL

8.02 Signature of BIDDER and other appropriate information, if BIDDER is:

An Individual

Name (typed or printed): \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
*(Individual's Name)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

BID PROPOSAL

LLC

A Corporation

Corporation Name: US PITCHCARE LLC (SEAL)

State of Incorporation: CT

Type (General Business, Professional, Service, Limited Liability)

By:  \_\_\_\_\_  
*(Signature—attach evidence of authority to sign)*

Name (typed or printed): PAUL BOYD JR

Title: PRINCIPAL

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

BID PROPOSAL

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature of joint venture partner—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Phone & Fax No., and address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID PROPOSAL

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

AI S 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

**BID BOND**

PENAL SUM FORM

BIDDER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_

BOND

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER  
\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Notes: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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 statute 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.



BID PROPOSAL

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 of Bidder  
US PITCHCAZE LLC
2. Permanent main office address  
18 EVERGREEN RD NORTHFORD, CT 06472
3. When organized  
DEC, 2015
4. If a corporation, where incorporated
5. How many years have you been engaged in the contracting business under your present firm or trade name?  
5 YEARS
6. List any other names you have operated under for the last ten (10) years.  
SATURATED SOLUTIONS LLC / US PITCHCAZE 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  
SPORTS AND GOLF CONSTRUCTION
9. Have you ever failed to complete any work awarded to you?  
NO  
If so, where and why?
10. List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years.  
N/A
11. Have you ever defaulted on a contract?  
NO  
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

SEE ATTACHED

- 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 \_\_\_\_\_ each \_\_\_\_\_ Subcontract.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **YES**
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

By:   
Signature

By: Paul 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~~ 7/15/2020

By:   
Signature

By: Paul V Boyd Jr  
Printed Name

For: US PITCHCAZE LLC

BID PROPOSAL

(INCLUDES IN BID

BOND

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 \_\_\_\_\_  
(Contractor)  
of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if or any reason we do not execute the requisite bonds.

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



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## Contractor Qualifications Statement:

Submitted to: Blue Hills Country Club  
Submitted by: US Pitchcare LLC  
Dated: July 16<sup>th</sup>, 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](mailto:paul@uspitchcare.com)

### **Company Officers**

#### **Greg Moore**

Managing Partner  
Cell: 203-980-1301  
[Greg@uspitchcare.com](mailto:Greg@uspitchcare.com)

#### **Laura Moore**

Controller  
Cell: 203-641-9314  
[Laura@uspitchcare.com](mailto:Laura@uspitchcare.com)

#### **Paul Boyd**

Managing Partner  
Cell: 203-219-7459  
[Paul@uspitchcare.com](mailto:Paul@uspitchcare.com)

#### **Conor Meyers**

Business development Manger  
Cell: 860-335-2320  
[Conor@uspitchcare.com](mailto: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.*

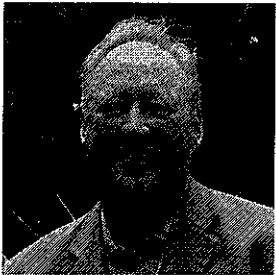




**PAUL BOYD**

**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 from 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 ORDÓÑEZ**

**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 10<sup>th</sup> 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

<p style="text-align: center;"><b>LORI GRUEBEL</b> COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p>_____</p> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 08/22/2020 and return on or before 09/21/2020</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p><b>TO:</b> TERESA KENNY, SUPERVISOR</p> <p><b>Dept/Agency:</b> TOWN OF ORANGETOWN /TOWN OF ORANGETOWN</p>	<p><b>FROM:</b> Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970</p>

<p><b>TITLE:</b> SUPERVISOR, PARKING ENFORCEMENT</p>	<p><b>LOCATION:</b> TOWN OF ORANGETOWN</p>	<p><b>EXAM NUMBER/PUBLIC NO:</b> 67-450/ 19150</p>
<p><b>NUMBER OF CANDIDATES ON CERT:</b> 1</p>	<p><b>POSITIONS:</b> 1 / PERM /F</p>	<p><b>DATE OF CERTIFICATION:</b> 07/08/2020</p>

COMPLETE CURRENT OPEN COMPETITIVE LIST							
#	NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE
1.	CONNOLLY, BRIAN 60 CARA DRIVE PEARL RIVER, NY 10965 (845) 735-3668 (home) BCONNOLLY55@VERIZON.NET	100.00	0.00 /0.00				

\*\*\*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

## CERTIFICATION OF ELIGIBLES

<p style="text-align: center;"><b>LORI GRUEBEL</b> COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p>_____</p> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 08/31/2020 and return on or before 09/30/2020</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p><b>TO:</b> TERESA KENNY, SUPERVISOR</p> <p><b>Dept/Agency:</b> TOWN OF ORANGETOWN / TOWN OF ORANGETOWN</p>	<p><b>FROM:</b> Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970</p>

<b>TITLE:</b> PARKING ENFORCEMENT AIDE	<b>LOCATION:</b> TOWN OF ORANGETOWN	<b>EXAM NUMBER/PUBLIC NO:</b> 62-089/ 19148
<b>NUMBER OF CANDIDATES ON CERT:</b> 4	<b>POSITIONS:</b> 1 / PERM / P	<b>DATE OF CERTIFICATION:</b> 07/17/2020

COMPLETE CURRENT RESIDENTIAL LIST. MORE NAMES OF ELIGIBLES AVAILABLE FROM WHOLE LIST IF NEEDED.							
#	NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	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				
4.	GORDON, KENNETH 19 EDGEWOOD DRIVE ORANGEBURG, NY 10962 (845) 422-6806 (work) KVGORDONOFD@GMAIL.COM	80.00	0.00 /0.00				

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

READ CAREFULLY THE INSTRUCTIONS PROVIDED FOR USE OF THIS FORM

A handwritten signature in blue ink, appearing to read "L. Smith", is written above a horizontal line.

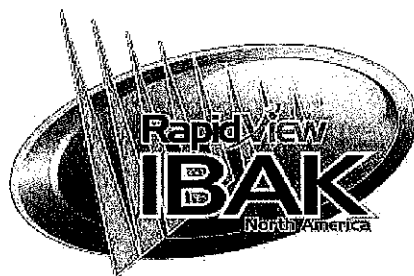
Issuing Agency Signature

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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**

**List                      Net**

**3D GeoSense Cameras:**

1	V4004012	ORPHEUS 2.0 Pan & Tilt with Zoom	\$ 29,079.00	\$ 29,079.00
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**Camera Head Accessories:**

1	901601040	Pressure Test Set	\$ 491.00	\$ 491.00
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**T76 Tractor and 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
1	900406691	Tungsten Carbide Wheels for T76 in 8" and up	\$ 1,431.00	\$ 1,431.00

**Vehicle Mounted Control Units:**

1	V1974005	BS 3.5 - Vehicle Mounted Control Panel EDI	\$ 16,783.00	\$ 16,783.00
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**Reels:**

1	V8026001	KW305.2 Synchronized Power Cable Reel	\$ 30,704.00	\$ 30,704.00
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**Camera Cable:**

1	80017040	Camera Cable Type 524/11 - 1000 feet	\$ 5,445.00	\$ 5,445.00
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**Reel Accessories:**

1	904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with	\$ 702.00	\$ 702.00
1	802617031	KW305/505 Upper deflection pulley (attaches to boom)	\$ 1,069.00	\$ 1,069.00
1	8025975001	Cable Cleaning Brush for KW305/310/505	\$ 486.00	\$ 486.00

**Computer Systems:**

1	V0001017	19" Industrial PC Package	\$ 3,032.00	\$ 3,032.00
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**Chassis:**

1		Ford E-450 Gas 176" - (16' Box) - R & J	\$ 38,523.00	\$ 38,523.00
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**JDC Chassis Conversion Options:**

1	Conversion	Gas Conversion of Box Van 14' or 16'	\$ 47,920.00	\$ 47,920.00
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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**

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

**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:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

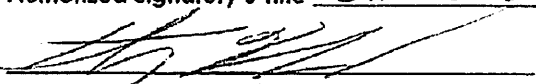
Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-RVL

**Vendor Authorized Signatures:**

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

Vendor Name Rapidview, LLC  
Authorized Signatory's Title Director of Sales  
  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Steve Keranko  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

NJPA Contract # 122017-RVL



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

**[The rest of this page has been left intentionally blank. Signature page below]**

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

Company Name: 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: [Handwritten Signature]

Authorized Name (printed): Steve Keranko

Title: Director of Sales

Date: 12/18/17

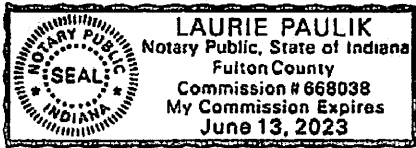
**Notarized**

Subscribed and sworn to before me this 18<sup>th</sup> day of December, 2017

Notary Public in and for the County of Fulton State of IN

My commission expires: June 13, 2023

Signature: Laurie Paulik





**Form P**

**PROPOSER QUESTIONNAIRE**

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

Proposer Name:     RapidView, LLC    

Questionnaire completed by:     Steve Keranko    

**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?**

No

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

No

- **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**

- 7) **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.**

<b>P00002</b>	<b>Portable Mainline System</b>			
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 Reel	\$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
	<b>TOTAL</b>	<b>\$70,105</b>		<b>\$67,300.76</b>
<b>P00003</b>	<b>CORE Mainline System</b>			
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
	<b>TOTAL</b>	<b>\$73,072</b>		<b>\$70,148.85</b>
<b>P00007</b>	<b>CORE PLUS Mainline System</b>			
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	\$5,227.55
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
	<b>TOTAL</b>	<b>\$87,326</b>		<b>\$83,832.54</b>
<b>P00004</b>	<b>PREMIUM Mainline System</b>			
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
	<b>TOTAL</b>	<b>\$117,539</b>		<b>\$112,837.02</b>
<b>P08005</b>	<b>ELITE Mainline System</b>			
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
904110390	Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	\$1,372	\$54.86	\$1,316.74
	<b>TOTAL</b>	<b>\$118,910</b>		<b>\$114,153.75</b>
<b>P008011</b>	<b>CORE HD Mainline System</b>			
V4004018	ORPHEUS HD Pan & Tilt with Zoom	\$32,346	\$1,293.84	\$31,052.16
V9052009	T66.1 HD Camera Tractor	\$12,550	\$501.98	\$12,047.62
905244001	Camera Connection TYPE 2.1 HD for T66HD	\$1,701	\$68.04	\$1,632.96
V1976002	BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$31,793	\$1,271.72	\$30,521.32
V8029011	KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel	\$35,100	\$1,404.00	\$33,696.00
80070000	HD/FO2 Camera Cable Type 00/12 - 1000 feet	\$10,665	\$426.60	\$10,238.40
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
	<b>TOTAL</b>	<b>\$125,348</b>		<b>\$120,334.12</b>
<b>P000012</b>	<b>PREMIUM HD Mainline System</b>			
V4004018	ORPHEUS HD Pan & Tilt with Zoom	\$32,346	\$1,293.84	\$31,052.16
V9049001	T76 HD Camera Tractor	\$22,135	\$885.38	\$21,249.22
V9040013	T76/86 3.2 S HD Camera Base Module	\$6,210	\$248.40	\$5,961.60
904116031	T76/86 Camera Elevator	\$7,258	\$290.30	\$6,967.30
V1976002	BS 7 - Vehicle Mounted Control Panel for ALL SYSTEMS	\$31,793	\$1,271.72	\$30,521.32
V8029011	KW505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel	\$35,100	\$1,404.00	\$33,696.00
80068830	HD/FO2 Camera Cable Type 00/12 - 1650 feet	\$14,224	\$568.94	\$13,654.66
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

	<b>TOTAL</b>		<b>\$150,258</b>		<b>\$144,247.91</b>
<b>P00006</b>	<b>LISY Lateral Launch Package</b>				
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		\$58,268.16
803021301	LISY Camera Cable (soft cable) 500'	\$3,132	\$125.28		\$3,006.72
V9057003	Propulsion Pushrod MP4 GF4 120' with 512 Hz transmitter	\$3,996	\$159.84		\$3,836.16
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
800500841	Foot switch for winch (KW505 and KW305)	\$1,003	\$40.13		\$963.19
802617031	KW305/505 Upper deflection pulley (attaches to boom)	\$1,069	\$42.77		\$1,026.43
901601040	Pressure Test Set	\$491	\$19.66		\$471.74
	<b>TOTAL</b>	<b>\$164,841</b>			<b>\$158,247.82</b>
<b>P00008</b>	<b>PANORAMO 2 System Package</b>				
V9051001	PANORAMO 2 - 360° CAMERA SYSTEM	\$150,930	\$6,037.20		\$144,892.80
V0001020	PANORAMO Camera Elevator (Required over 8" pipe)	\$7,846	\$313.85		\$7,532.35
905135031	PANORAMO Overtum Protection for PANORAMO 2	\$1,638	\$65.53		\$1,572.83
905131041	PANORAMO Inclinometer Module for PANORAMO 2	\$5,814	\$232.55		\$5,581.09
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 Reel	\$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 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
	<b>TOTAL</b>	<b>\$253,758</b>			<b>\$243,607.56</b>
<b>P00009</b>	<b>PANORAMO 150 System Package</b>				
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 Reel	\$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 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
	<b>TOTAL</b>	<b>\$195,025</b>			<b>\$187,224.31</b>
<b>P000010</b>	<b>PANORAMO SI Manhole System Package</b>				

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	\$2,418.85
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	19" Industrial PANORAMO SI PC Package STAND ALONE Unit	\$4,298	\$171.94	\$4,126.46
A				
VZ000307	PANORAMO SI Stand-Alone Control Case and Reel Platform	\$7,559	\$302.36	\$7,256.56
	<b>TOTAL</b>	<b>\$152,141</b>		<b>\$146,055.05</b>

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) The pricing offered in this proposal is

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

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

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

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 9001:2015 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.**

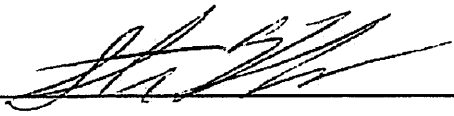
**NJPA desires a provider for the broadest possible scope of products/equipment – RapidView's primary product line is IBAK pipeline inspection equipment. We are the one-stop shop for pipeline inspection equipment. We sell portable inspection systems, mainline systems, lateral launch systems, PANORAMO 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.

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:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE  
  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-RVL

**Vendor Authorized Signatures:**

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

Vendor Name Rapidview, LLC  
Authorized Signatory's Title Director of Sales

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Steve Keranko  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

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 12<sup>th</sup> 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](mailto: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	<b>Publication of RFP</b> in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <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 <i>The State</i> 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	<b>Pre-Proposal Conference</b> (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
December 13, 2017	<b>Deadline for RFP questions.</b>
December 20, 2017 4:30 p.m. CT	<b>Deadline for Submission of Proposals.</b> Late responses will be returned unopened.
December 21, 2017 8:30 a.m. CT	<b>Public Opening of Proposals.</b>

Direct questions regarding this RFP to: Chris Robinson at [chris.robinson@njpacoop.org](mailto:chris.robinson@njpacoop.org) 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**

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

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

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

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

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

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

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

### **B. JOINT EXERCISE OF POWERS LAWS**

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

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

### **C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;



- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

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

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of 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:**

- 3.17.1** 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,

**3.17.2** 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.

**3.20** **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21** **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22** **Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

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

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.23.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

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

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.24 Geographic Area to be Proposed:** This RFP invites proposals to provide 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.

**3.25 Contract Term:** At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.25.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

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

**3.27 [This section is intentionally blank.]**

**3.28 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

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

**3.29 Proposer’s Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the 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.

**3.30.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

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

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

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

**3.31 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

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

**3.33 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.36** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.37** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

## **3** INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

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

### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

#### C. IDENTIFICATION OF KEY PERSONNEL

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

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

#### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

#### E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

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

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

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

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

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

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

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

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

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

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

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

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

**4.15** Submit all questions about this RFP, in writing, referencing 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](mailto:RFP@njpacoop.org). You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

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

**4.20 through 4.21** [These sections are intentionally blank.]

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

## H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled 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;

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

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

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

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

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

4.24.9 Extend proposal due dates.



## 4      **PRICING**

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

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

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

**5.4** All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

### A. LINE-ITEM PRICING

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

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied

through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

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

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

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

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to [PandP@njpacoop.org](mailto:PandP@njpacoop.org).

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

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

**5.32** **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

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

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

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

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

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

## K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## L. SHIPPING

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

**5.46 through 5.47** [These sections are intentionally blank.]

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

**5.49 through 5.50** [These sections are intentionally blank.]

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

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

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

## **5** **EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

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

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

### **B. PROPOSER RESPONSIVENESS**

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

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

**6.6** Level-One Responsiveness means that the response

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

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

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

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

### C. PROPOSAL EVALUATION CRITERIA

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

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

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

### D. OTHER CONSIDERATIONS

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

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

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

**6.12 [This section is intentionally blank.]**

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

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

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

**E. COST COMPARISON**

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

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

**F. MARKETING PLAN**

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

**6.19** NJPA marketing expectations include the following components.

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

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

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

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

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

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

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

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

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

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

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.



## G. CERTIFICATE OF INSURANCE

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

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

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

## H. ORDER PROCESS AND/OR FUNDS FLOW

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

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

**6.28 [This section is intentionally blank.]**

**I. ADMINISTRATIVE FEES**

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

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

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

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

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

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

**6.30 through 6.32 [This section is intentionally blank.]**

**J. VALUE-ADDED ATTRIBUTES**

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

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

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

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

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

## K. WAIVER OF FORMALITIES

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

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

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

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

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

## B. NJPA MEMBER SIGN-UP PROCEDURE

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

## C. REPORTING OF SALES ACTIVITY

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

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

## D. AUDITS

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

## E. HUB PARTNER

**7.10 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

#### F. TRADE-INS

**7.12** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

**7.14.6** The Vendor fails to properly report quarterly sales;

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

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

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

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

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

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** [This section is intentionally blank.]

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

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

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

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

**8.6 through 8.7** [This section is intentionally blank.]

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

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

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

#### C. ASSIGNMENT OF CONTRACT

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

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees,

from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16 [This section is intentionally blank.]**

**G. ENTIRE AGREEMENT**

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

**H. FORCE MAJEURE**

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

**I. LICENSES**

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

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

**J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS**

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

**K. NON-WAIVER OF RIGHTS**

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



## L. PROTESTS OF AWARDS MADE

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

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## M. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

## N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

## O. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

## P. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

**9**      **FORMS**

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

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

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

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

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

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 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: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

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



Company Name: \_\_\_\_\_

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

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

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

\_\_\_\_\_

Contract Award  
RFP #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: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

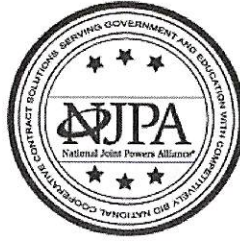
CAGE Code/Duns & Bradstreet Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Name printed or typed)





**Contract Acceptance and Award**

**(To be completed only by NJPA)**

NJPA **#122017** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

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

**National Joint Powers Alliance® (NJPA)**

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#122017**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#122017**

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

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#122017**

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

**[The rest of this page has been left intentionally blank. Signature page below]**

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject 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	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

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

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

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

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

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

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

**Industry-Specific Questions**

- 19) Describe 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

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

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

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

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

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

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

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

Refer to the RFP for complete “Pricing” details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

\_\_\_\_\_

NJPA CONTRACT NUMBER:

\_\_\_\_\_

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





## 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://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



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

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

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

City of Dover	City of Dayton	City of Fayetteville	City of Charleston	City of Camell
City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
City of Eagle	City of Donald	City of Lake City	City of Inns	City of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
City of Emmett	City of Dunsmuir City	City of Laurens	City of Dufur	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
City of Fernan Lake Village	City of Eagle Point	City of Louis	City of Layton	City of East Wenatchee
City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Mars	City of Elma
City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Enlat
City of Georgetown	City of Falls City	City of Newberry	City of Marflett-Staterville	City of Enumclaw
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Garibaldi	City of Orangeburg	City of Moran	City of Federal Way
City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Fendley
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
City of Halley	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Telega City	City of Mount	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murrey	City of Grand Coulee
City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
City of Horseshoe Bend	City of Hayward	City of West Columbia	City of Nelsiey	City of Harrington
City of Huaceta	City of Heppner	City of West Logan	City of North Ogden	City of Hoquiam
City of Idaho City	City of Happy Valley	City of Woodruff	City of North Salt Lake	City of Ilwaco
City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
City of Inkom	City of Helix	Town of Alledale	City of Oakley	City of Kalama
City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kelso
City of Jerome	City of Herndon	Town of Atlantic Beach	City of Orangeville	City of Kenmore
City of Juliettes	City of Hillsboro	Town of Awerndorf	City of Orrom	City of Kennewick
City of Kamiah	City of Hines	Town of Ayer	City of Pangulitch	City of Kent
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kettle Falls
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kirkland
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kittitas
City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of La Center
City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of Lacey
City of Kona	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lake Forest Park
City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Stevens
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lakewood
City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Langley
City of Mackay	City of Jefferson	Town of Briardville Acres	City of Provo	City of Leavenworth
City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Liberty Lake
City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Long Beach
City of McCall	City of Joseph	Town of Due West	City of River Heights	City of Longview
City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Lynden
City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynnwood
City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Mabton
City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Maple Valley
City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Marysville
City of Midvale	City of La Pine	Town of Cic	City of Salt Lake City	City of Mattawa
City of Moscow	City of Lafayette	Town of Clover	City of Sancy	City of McClary
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Santa Clara	City of Medical Lake
City of Mulian	City of Lakeside	Town of Coward	City of Santaquin	City of Medina
City of Murtaugh	City of Lebanon	Town of Cowpens	City of Saratoga Springs	City of Mercer Island
City of Nampa	City of Lincoln City	Town of Denmark	City of Smithfield City	City of Mesa
City of New Meadows	City of Lone Rock	Town of Donald	City of South Jordan	City of Mill Creek
City of New Plymouth	City of Lostine	Town of Due West	City of South Ogden	City of Milton
City of Newdale	City of Lowell	Town of Duncan	City of South Salt Lake City	City of Monroe
City of Nezperce	City of Lyons	Town of Eastover	City of South Weber	City of Montesano
City of Notus	City of Madras	Town of Edgefield	City of Spanish Fork	City of Morton
City of Orofino	City of Malin	Town of Edisto Beach	City of Spring City	City of Moses Lake
City of Osburn	City of Manzanita	Town of Ehrhardt	City of Springville	City of Mount Rainier
City of Parker	City of Maupin	Town of Egin	City of St. George	City of Mountlake Terrace
City of Parma	City of McClinnville	Town of Elmore	City of Sunnyside	City of Moses
City of Paul	City of Medford	Town of Estil	City of Sunset	City of Mt. Vernon
City of Payette	City of Metolus	Town of Eutawville	City of Syracuse	City of Mukitico
City of Pierce	City of Mill City	Town of Fairfax	City of Taylorville	City of Navarre
City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Tooele	City of Newcastle
City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newport
City of Pocatello	City of Milwaukie	Town of Gaston	City of Tremonton	City of Nooksack
City of Ponderay	City of Molalla	Town of Gilford	City of Tropic	City of Normandy Park
City of Post Falls	City of Monmouth	Town of Gilbert	City of Uintah	City of North Bend
City of Pottatch	City of Monroe	Town of Govan	City of Vernal	City of North Bonneville
City of Preston	City of Monument	Town of Gray Court	City of Washington	City of Oak Harbor
City of Priest River	City of Moro	Town of Great Falls	City of Washington Terrace	City of Oakville
City of Rathdrum	City of Mosier	Town of Greysville	City of West Haven City	City of Ocean Shores
City of Reubens	City of Mt. Angel	Town of Hampton	City of West Jordan	City of Olathe
City of Rebur	City of Mt. Vernon	Town of Harleyville	City of West Point	
City of Richfield	City of Myrtle Creek	Town of Heath Springs		
City of Rigby	City of Myrtle Point	Town of Hemingway		
City of Riggins	City of Nehalem	Town of Hilda		
City of Ririe	City of Newberg	Town of Hilton Head Island		
City of Roberts	City of Newport	Town of Hodges		

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

City of Boise  
 City of Rupert  
 City of Salmon  
 City of Sandpoint  
 City of Shelley  
 City of Shoshone  
 City of Smeekerville  
 City of Soda Springs  
 City of Spirit Lake  
 City of St. Anthony  
 City of St. Charles  
 City of Stanley  
 City of Star  
 City of Stiles  
 City of Sugar City  
 City of Sun Valley  
 City of Tensed  
 City of Teton  
 City of Troy  
 City of Twin Falls  
 City of Ucon  
 City of Victor  
 City of Wallace  
 City of Weippe  
 City of Weiser  
 City of Wendon  
 City of Weston  
 City of White Bird  
 City of Wilder  
 City of Winchester

Higher Education

Boise State University  
 College of Southern Idaho  
 College of Western Idaho  
 Eastern Idaho Technical College  
 Idaho Division of Professional Technical Education  
 Idaho State University  
 Lewis-Clark State College  
 North Idaho College  
 University of Idaho

Education (K-12)

Aberdeen School District No. 58  
 Arbon Elementary School District No. 383  
 Avery School District  
 Basin School District No. 72  
 Bear Lake County School District No. 33  
 Bear Lake School District No. 38  
 Blackfoot School District No. 55  
 Blaine County School District No. 61  
 Bliss Joint School District No. 234  
 Bonneville Joint School District No. 93  
 Boundary County School District No. 101  
 Bonanza-Grand View Joint School District  
 Buhl Joint School District No. 413  
 Butte County Joint School District No. 111  
 Caldwell School District No. 132  
 Camas County School District No. 221  
 Cambridge School District  
 Cascade School District No. 422  
 Cassia County Joint School District No. 151  
 Castleford Joint School District No. 417  
 Challis Joint School District No. 181  
 Clark County School District No. 161  
 Coeur d'Alene School District No. 271  
 Cottonwood Joint School District No. 242  
 Council School District No. 13  
 Culaotac Joint School District No. 342  
 Dietrich School District No. 314  
 Emmett Independent School District No. 221  
 Filer School District No. 413  
 Firth School District No. 59  
 Fremont County School District No. 215  
 Froidland School District No. 373  
 Garden Valley School District  
 Genesee Joint School District No. 282  
 Glenns Ferry Joint School District No. 192  
 Gooding Joint School District No. 231  
 Grace Joint School District No. 148  
 Hagerman Joint School District No. 233  
 Haman School District No. 415  
 Highland Joint School District No. 305  
 Homedale School District No. 370  
 Horseshoe Bend School District No. 73  
 Idaho Falls School District No. 91  
 Independent School District of Boise City  
 Jefferson County School District No. 251  
 Jerome Joint School District No. 261  
 Joint School District No. 2  
 Kamiah School District No. 304  
 Kellogg Joint School District 391  
 Kendrick Joint School District No. 283  
 Kimberly School District No. 414  
 Kootenai School District No. 274  
 Kuna Joint School District No. 3

City of North Bend  
 City of North Plains  
 City of North Powder  
 City of Honea Path  
 City of Nyssa  
 City of Oakland  
 City of Oatridge  
 City of Ontario  
 City of Oregon City  
 City of Paisley  
 City of Pendleton  
 City of Philomath  
 City of Phoenix  
 City of Pilot Rock  
 City of Post Orford  
 City of Portland  
 City of Powers  
 City of Prairie City  
 City of Prineville  
 City of Rainier  
 City of Redmond  
 City of Reedsport  
 City of Richland  
 City of Riddle  
 City of Rockaway Beach  
 City of Rogue River  
 City of Roseburg  
 City of Rufus  
 City of Salem  
 City of Sandy  
 City of Scappoose  
 City of Scio  
 City of Scotts Mills  
 City of Seaside  
 City of Seneca  
 City of Shady Cove  
 City of Sheridan  
 City of Sherwood  
 City of Siletz  
 City of Silverton  
 City of Sisters  
 City of Sodusville  
 City of Spray  
 City of Springfield  
 City of St. Helens  
 City of St. Paul  
 City of Stanfield  
 City of Stayton  
 City of Sublimity  
 City of Sumpter  
 City of Sutherlin  
 City of Sweet Home  
 City of Talent  
 City of Tangent  
 City of The Dalles  
 City of Tigard  
 City of Tillamook  
 City of Toledo  
 City of Troutdale  
 City of Tualatin  
 City of Turner  
 City of Ukiah  
 City of Umatilla  
 City of Union  
 City of Unity  
 City of Vale  
 City of Veneta  
 City of Vernonia  
 City of Waldport  
 City of Wallawa  
 City of Warrenton  
 City of Wasco  
 City of West Linn  
 City of Westfir  
 City of Weston  
 City of Wheeler  
 City of Wilamina  
 City of Wilsonville  
 City of Winston  
 City of Wood Village  
 City of Woodburn  
 City of Yachats  
 City of Yamhill  
 City of Yoncalla  
 Town of Bonanza  
 Town of Butte Falls  
 Town of Catyoun City  
 Town of Lakeview  
 Town of Lexington

Higher Education

Blac Mountain Community College  
 Central Oregon Community College  
 Chemeketa Community College  
 Clackamas Community College  
 Clatsop Community College

City of Holly Hill  
 Town of Hollywood  
 Town of Honoe Path  
 Town of Irmo  
 Town of Iva  
 Town of Jackson  
 Town of James Island  
 Town of Jamestown  
 Town of Jefferson  
 Town of Jenkinsville  
 Town of Johnston  
 Town of Jonesville  
 Town of Keeshaw  
 Town of Kiawah Island  
 Town of Kingstree  
 Town of Lake View  
 Town of Lamar South Carolina  
 Town of Lane  
 Town of Latta  
 Town of Lexington  
 Town of Lincolnville  
 Town of Little Mountain  
 Town of Lockhart  
 Town of Lyman  
 Town of Lynchburg  
 Town of Maysville  
 Town of Mableton  
 Town of McClellanville  
 Town of McColl  
 Town of McCormick  
 Town of Meggett  
 Town of Moncks Corner  
 Town of Mt. Pleasant  
 Town of Nexces  
 Town of New Ententon  
 Town of Nichols  
 Town of Ninety Six  
 Town of Norris  
 Town of North  
 Town of Norway  
 Town of Olanza  
 Town of Palmetto  
 Town of Pageland  
 Town of Panglico  
 Town of Patrick  
 Town of Pawleys Island  
 Town of Pelton  
 Town of Pelzer  
 Town of Pendleton  
 Town of Perry  
 Town of Port Royal  
 Town of Prosperity  
 Town of Ravenel  
 Town of Redville  
 Town of Ridge Spring  
 Town of Ridgeland  
 Town of Ridgewile  
 Town of Ridgeway  
 Town of Saint Matthews  
 Town of Saint Stephen  
 Town of Salem  
 Town of Salley  
 Town of Saluda  
 Town of Santee  
 Town of Scranton  
 Town of Seabrook Island  
 Town of Sellers  
 Town of Sharon  
 Town of Six Mile  
 Town of Snelling  
 Town of Society Hill  
 Town of South Congaree  
 Town of Spawnda  
 Town of St. George  
 Town of St. Matthews  
 Town of Stuckey  
 Town of Sullivan's Island  
 Town of Sunmerston  
 Town of Summerville  
 Town of Sumner  
 Town of Surfside Beach  
 Town of Swansea  
 Town of Timmonsville  
 Town of Trantow  
 Town of Turberville  
 Town of Ulmer  
 Town of Varnville  
 Town of Wagener  
 Town of Ward  
 Town of Ware Shoals  
 Town of West Union  
 Town of Westminster  
 Town of Williamston

City of West Valley City  
 City of Willard  
 City of Woodland Hills  
 City of Woods Cross  
 Town of Alha  
 Town of Altamont  
 Town of Alton  
 Town of Amalga  
 Town of Annabella  
 Town of Antimony  
 Town of Apple Valley  
 Town of Ballard  
 Town of Bear River City  
 Town of Bicknell  
 Town of Big Water  
 Town of Boulder  
 Town of Brian Head  
 Town of Bryce Canyon City  
 Town of Cannonville  
 Town of Carle Valley  
 Town of Cedar Fort  
 Town of Centerfield  
 Town of Central Valley  
 Town of Circleville  
 Town of Clarston  
 Town of Clamson  
 Town of Cleveland  
 Town of Cornish  
 Town of Daniel  
 Town of Deweyville  
 Town of Eagle Mountain  
 Town of Elmo  
 Town of Elmore  
 Town of Essex  
 Town of Emery  
 Town of Fairfield  
 Town of Francis  
 Town of Garden City  
 Town of Gasula  
 Town of Glendale  
 Town of Glenwood  
 Town of Goshen  
 Town of Haaksville  
 Town of Hatch  
 Town of Hennefer  
 Town of Henrieville  
 Town of Hildeset  
 Town of Hindcley  
 Town of Holden  
 Town of Howell  
 Town of Huntsville  
 Town of Joseph  
 Town of Junction  
 Town of Kanarrville  
 Town of Kanosh  
 Town of Kingston  
 Town of Koosharem  
 Town of Leeds  
 Town of Levin  
 Town of Loa  
 Town of Manila  
 Town of Mantua  
 Town of Marysvale  
 Town of Meadow  
 Town of Minersville  
 Town of New Harmony  
 Town of Newton  
 Town of Ophir  
 Town of Orderville  
 Town of Paradise  
 Town of Paragonah  
 Town of Portage Utah  
 Town of Panguitch  
 Town of Redmond  
 Town of Rockville  
 Town of Rocky Ridge  
 Town of Rush Valley  
 Town of Scpio  
 Town of Scottfield  
 Town of Sigard  
 Town of Springdale  
 Town of Stockton  
 Town of Toquerville  
 Town of Torrey  
 Town of Trenton  
 Town of Tropic  
 Town of Uintah  
 Town of Vernon  
 Town of Vineyard  
 Town of Virgin  
 Town of Wales  
 Town of Wallburg  
 Town of Warner Association of Governments

Higher Education

City of Pacific  
 City of Palouse  
 City of Pasco  
 City of Paterson  
 City of Pomeroy  
 City of Port Angeles  
 City of Port Orchard  
 City of Port Townsend  
 City of Poulsbo  
 City of Prosser  
 City of Pullman  
 City of Puyallup  
 City of Quincy  
 City of Rainier  
 City of Raymond  
 City of Redmond  
 City of Renton  
 City of Republic  
 City of Richland  
 City of Ridgefield  
 City of Riville  
 City of Rock Island  
 City of Roslyn  
 City of Roy  
 City of Royal City  
 City of Sammamish  
 City of SeaTac  
 City of Seattle  
 City of Sedro-Woolley  
 City of Setah  
 City of Sequim  
 City of Shelton  
 City of Shoreline  
 City of Snohomish  
 City of Snoqualmie  
 City of Soap Lake  
 City of South Bend  
 City of Spokane  
 City of Spokane Valley  
 City of Sprague  
 City of Starwood  
 City of Stevenson  
 City of Sultan  
 City of Sumas  
 City of Sumner  
 City of Sunnyside  
 City of Tacoma  
 City of Tebo  
 City of Tenino  
 City of Tieton  
 City of Toledo  
 City of Tonasket  
 City of Toppenish  
 City of Tukwila  
 City of Tumwater  
 City of Union Gap  
 City of University Place  
 City of Vader  
 City of Vancouver  
 City of Wabburg  
 City of Walla Walla  
 City of Wapato  
 City of Warden  
 City of Washougal  
 City of Wenatchee  
 City of West Richland  
 City of Westport  
 City of White Salmon  
 City of Winlock  
 City of Woodinville  
 City of Woodland  
 City of Yakima/Yakima County  
 City of Yelm  
 City of Zillah  
 Consolidated Borough of Qui Ceda Village  
 Grays Harbor Council of Governments  
 Town of Almirra  
 Town of Beaux Arts Village  
 Town of Bacoza  
 Town of Carbonado  
 Town of Carlinnast  
 Town of Clyde Hill  
 Town of Colton  
 Town of Concouilly  
 Town of Concrete  
 Town of Coules City  
 Town of Coules Dam  
 Town of Coupeville  
 Town of Creston  
 Town of Cusick  
 Town of Darrington  
 Town of Eatonville  
 Town of Elmer City  
 Town of Endicott

Hawaii

Idaho

Lake Park Onnell School District No. 84  
 Lakeland School District No. 272  
 Lapwai School District No. 341  
 Lewiston Independent School District No. 1  
 Mackay School District No. 182  
 Madison School District No. 321  
 Marsh Valley Joint School District No. 21  
 Marsing Joint School District No. 363  
 McCall-Donnelly Joint School District No. 421  
 Meadows Valley School District No. 11  
 Melba School District No. 136  
 Middleton School District No. 134  
 Midvale School District No. 433  
 Minidoka County School District No. 331  
 Moscow School District No. 281  
 Mountain Home School District No. 193  
 Mountain View School District No. 244  
 Mullan School District No. 392  
 Murtaugh Joint School District No. 438  
 Nampa Christian Schools Inc.  
 Nampa School District No. 131  
 New Plymouth School District  
 Nez Perce Joint School District No. 302  
 North Gem School District No. 149  
 Notus School District  
 Oneida County School District No. 351  
 Orofino Joint School District No. 371  
 Parma School District No. 137  
 Payette School District No. 371  
 Plummer-Worley Joint School District No. 44  
 Pocatello-Chubbuck School District No. 25  
 Post Falls School District No. 273  
 Pocatello School District No. 285  
 Preston Joint School District No. 201  
 Richfield School District No. 316  
 Ririe Joint School District No. 252  
 Rockland School District No. 382  
 Salmon River Joint School District No. 243  
 Salmon School District No. 291  
 Shelly School District No. 48  
 Shoshone Joint School District No. 312  
 Snake River School District  
 Soda Springs Joint School District No. 150  
 South Lemhi School District No. 292  
 St. Maries Joint School District No. 41  
 Sugar-Salem Joint District No. 322  
 Swan Valley Elementary School District No. 33  
 Swan Valley School District No. 92  
 Teton County School District No. 401  
 Three Creek Joint School District No. 416  
 Troy School District No. 287  
 Twin Falls School District No. 411  
 Valley School District No. 262  
 Vallivue School District No. 139  
 Vision Charter School District #463  
 Wallace School District No. 393  
 Weiser School District No. 431  
 Wendell School District No. 232  
 West Bonner County School District No. 83  
 West Jefferson School District No. 253  
 West Side School District No. 202  
 Whiteplains Joint School District No. 258  
 Wilder School District No. 133

**Special District**  
 Ada County Emergency Medical Services District  
 Ada County Highway District  
 Adams County Recreation District  
 Alhambra Water and Sewer District  
 Albon Highway District  
 Alpine Meadows Water and Sewer District  
 American Falls Free Library District  
 American Falls Housing Authority  
 Atlanta Highway District  
 Avery Water and Sewer District  
 Avondale Irrigation District  
 Bayview Water and Sewer District  
 Bear Lake County Library District  
 Bench Sewer District  
 Benevath County Free Library District  
 Big Canyon Fire District  
 Blaine County Housing Authority  
 Blaine County Recreation District  
 Bliss Fire District  
 Boise Basin Library District  
 Boise City/Ada County Housing Authority  
 Boise-King Irrigation District  
 Bonewille County Fire District No. 1  
 Bruneau Valley District Library  
 Bruneau Water and Sewer District  
 Buhl Highway District  
 Buhl Rural Fire Protection District  
 Burley Highway District  
 Caldwell Housing Authority  
 Canyon Highway District No. 4

Oregon

Columbia Gorge Community College  
 Eastern Oregon University  
 Klamath Community College District  
 Lane Community College  
 Linn-Benton Community College  
 Mt. Hood Community College  
 Oregon Coast Community College  
 Oregon Department of Community Colleges and Workforce Development  
 Oregon Health and Science University  
 Oregon Institute of Technology  
 Oregon State University  
 Oregon State University, Oregon Agricultural Experiment Station  
 Oregon University System  
 Portland Community College  
 Portland State University  
 Reed College  
 Rogue Community College  
 Southern Oregon University  
 Southern Oregon University Family Housing  
 Southwestern Oregon Community College  
 Tillamook Bay Community College  
 Treasure Valley Community College  
 Umpqua Community College  
 University of Oregon  
 Western Oregon University

**Education (K-12)**  
 Adel School District 23  
 Adrian School District  
 Alsea School District No. 71  
 Amity School District 43  
 Annex School District 29  
 Arlington School District No. 3  
 Arroyo School District No. 83  
 Ashland School District No. 5  
 Ashwood School District  
 Astoria School District No. 1C  
 Athena-Weston School District No. 298J  
 Baker School District No. 5J  
 Bandon School District  
 Banks School District No. 13  
 Beaverton School District No. 48  
 Bend-La Pine Public Schools  
 Bethel School District No. 52  
 Blatchly School District  
 Blatchly School District 90  
 Brookings Harbor School District  
 Carnas Valley School District  
 Canyon School District No. 86  
 Cascade School District No. 5  
 Centennial School District No. 28J  
 Central Curry School District No. 1  
 Central Linn School District  
 Central Point School District No. 6  
 Central School District No. 133  
 Clackamas Education Service District  
 Clatskanie School District No. 6J  
 Clifton School District No. 53  
 Columbia Gorge Education Service District  
 Condon School District No. 25J  
 Coos Bay School District No. 9  
 Coquille School District No. 8  
 Corbett School District No. 39  
 Corvallis School District No. 509J  
 Cove School District No. 15  
 Crane Elementary School District  
 Creswell School District No. 40  
 Crook County School District  
 Crow-Applegate-Lorane School District No. 66  
 Culver School District No. 4  
 Dallas School District No. 2  
 David Douglas School District No. 40  
 Dayton School District No. 8  
 Daytonville School District No. 16J  
 Douglas County School District  
 Douglas County School District No. 4  
 Douglas Education Service District  
 Dufur School District No. 29  
 Eagle Point School District No. 9  
 Echo School District No. 5  
 Elgin School District  
 Elkton School District No. 34  
 Enterprise School District No. 21  
 Estacada School District No. 108  
 Eugene School District No. 4J  
 Falls City School District  
 Fern Ridge School District No. 28J  
 Forest Grove School District  
 Fossil School District 211  
 Gaston School District 511 J  
 Gevails School District  
 Gladstone School District  
 Glendale School District No. 77  
 Glendale School District  
 Grant County Education Service District

South Carolina

Town of Williston  
 Town of Winnsboro  
 Town of Yemassee

**Higher Education**  
 Aiken Technical College  
 Beaufort Jasper Higher Education Commission  
 Central Carolina Technical College  
 Clemson College  
 Coastal Carolina University  
 College of Charleston  
 Denmark Technical College  
 Florence-Darlington Technical College  
 Francis Marion University  
 Greenville Technical College  
 Horry-Georgetown Technical College  
 Lander University  
 Medical University of South Carolina  
 Midlands Technical College  
 Northeastern Technical College  
 Orangeburg-Calhoun Technical College  
 Piedmont Technical College  
 South Carolina State Board for Technical and Comprehensive Education  
 South Carolina State University  
 South Carolina Technical College System  
 Spartanburg Community College  
 Technical College of the Lowcountry  
 The Citadel  
 Tri-County Technical College  
 Trident Technical College  
 University of South Carolina  
 University of South Carolina, Aiken  
 University of South Carolina, Upstate  
 Williamsburg Technical College  
 Winthrop University  
 York Technical College

**Education (K-12)**  
 Abbeville County School District  
 Aiken County Public Schools  
 Allendale County School District  
 Anderson County School Districts 1 and 2 Career and Technology Center  
 Anderson School District No. 1  
 Anderson School District No. 2  
 Anderson School District No. 3  
 Anderson School District No. 4  
 Anderson School District No. 5  
 Bamberg School District No. 1  
 Bamberg School District No. 2  
 Barnwell School District No. 45  
 Beaufort County School District  
 Berkeley County School District  
 Blackville-Hilda Public Schools  
 Calhoun County School District  
 Charleston County School District  
 Cherokee County School District  
 Chester County School District  
 Chesterfield County School District  
 Clarendon County School District No. 1  
 Clarendon County School District No. 2  
 Clarendon County School District No. 3  
 Clover School District No. 2  
 Colleton County School District  
 Darlington County School District  
 Delta R-V School District  
 Dillon County School District No. 1  
 Dillon County School District No. 2  
 Dillon County School District No. 3  
 Dillon County School District No. 4  
 Dorchester Schools  
 Dorchester School District No. 2  
 Dorchester School District No. 4  
 Edgefield County Schools  
 Fairfield County School District  
 Fayetteville School District No. 1  
 Florence County School District No. 2  
 Florence County School District No. 3  
 Florence County School District No. 4  
 Florence County School District No. 5  
 Ft. Mill School District No. 4  
 Georgetown County School District  
 Greenville County School District  
 Greenwood School District No. 50  
 Greenwood School District No. 52  
 Hampton County School District No. 2  
 Hampton School District No. 1  
 Horry County Schools  
 Jasper School District  
 Jocassee School District  
 Kershaw County School District  
 Lancaster County School District  
 Laurens County School District No. 55  
 Laurens County School District No. 56  
 Lee County School District  
 Lexington School District  
 Lexington County School District No. 1

Utah

College of Eastern Utah  
 Davis Applied Technology College  
 Dixie Applied Technology College  
 Dixie State University  
 Mountainland Applied Technology College  
 Rocky Mountain University of Health Professions  
 Salt Lake Community College  
 Snow College  
 Southern Utah University  
 Tooele Applied Technology College  
 Uintah Basin Applied Technology College  
 University of Utah  
 University of Utah Hospitals and Clinics  
 Utah State University  
 Utah System of Higher Education  
 Utah Valley University  
 Weber State University

**Education (K-12)**  
 Alpine School District  
 Beaver County School District  
 Box Elder School District  
 Cache County School District  
 Canyons School District  
 Carbon School District  
 Centiro De La Familia De Utah Head Start Program School District  
 Daguerre School District  
 Davis School District  
 Duchesne County School District  
 Emery County School District  
 Freedom Preparatory Academy School District  
 Garfield County School District  
 Grand County School District  
 Morgan School District  
 Iron County School District  
 Jordan School District  
 Juab School District  
 Kane County School District  
 Logan City School District  
 Millard School District  
 Morgan School District  
 Mountainland Head Start Program School District Office  
 Murray City School District  
 Nebo School District  
 North Sanpete County School District  
 North Sanpete School District  
 North Summit School District  
 Ogden City School District  
 Park City School District  
 Piute County School District  
 Provo City School District  
 Rich County School District  
 Rich School District  
 Rural Utah Child Development Head Start Program School District Office  
 Salt Lake City School District  
 San Juan School District  
 Sevier School District  
 South Sanpete School District  
 South Summit School District  
 Susa Head Start Program School District  
 Thomas Edison Charter Schools  
 Tropic School District  
 Uintah County School District  
 Uintah School District  
 Wasatch County School District  
 Washington County School District  
 Wayne County School District  
 Weber School District

**Special District**  
 Ash Creek Special Service District  
 Ashley Valley Water and Sewer Improvement District  
 Ballard Water and Sewer Improvement District  
 Bear Lake Special Service District  
 Bear River Water Conservancy District  
 Benchland Water District  
 Benson Culinary Water Improvement District  
 Bona Vista Water Improvement District  
 Cache Mosquito Abatement District  
 Cache Valley Transit District  
 Canyonlands Health Care Special Service District  
 Carbon County Housing Authority  
 Carbon County Municipal Building Authority  
 Carbon County Recreation Transportation Special Service District  
 Carbon Water Conservancy District  
 Castle Valley Special Service District  
 Cedar City Housing Authority  
 Cedar Mountain Fire Protection District  
 Cedarbreaks Home Special Service District  
 Central Davis County Sewer District  
 Central Iron County Water Conservancy District  
 Central Utah Water Conservancy District  
 Central Weber Sewer Improvement District  
 Charleston Water Conservancy District  
 Casper Charter School District  
 Cottonwood Improvement District

Washington

Town of Fairfield  
 Town of Farmington  
 Town of Friday Harbor  
 Town of Garfield  
 Town of Hamilton  
 Town of Harrah  
 Town of Latah  
 Town of Lyons Point  
 Town of Index  
 Town of Ione  
 Town of La Crosse  
 Town of LaCrosse  
 Town of Lambert  
 Town of Lind  
 Town of Lyman  
 Town of Malden  
 Town of Mansfield  
 Town of Marcus  
 Town of Metlatlan  
 Town of Millwood  
 Town of Nachas  
 Town of Nespelam  
 Town of Northport  
 Town of Oakesdale  
 Town of Okanogan  
 Town of Palouse  
 Town of Prescott  
 Town of Reardan  
 Town of Riverdale  
 Town of Rockford  
 Town of Rosalia  
 Town of Ruston  
 Town of Skokholmish  
 Town of South Cle Elum  
 Town of South Prairie  
 Town of Spangle  
 Town of Springdale  
 Town of St. John  
 Town of Tolt  
 Town of Twisp  
 Town of Uniontown  
 Town of Vashkova  
 Town of Waterville  
 Town of Waverly  
 Town of Wildou  
 Town of Williston  
 Town of Wilson Creek  
 Town of Winthrop  
 Town of Woodway  
 Town of Yacolt  
 Town of Yarrow Point

**Higher Education**  
 Bates Technical College  
 Bellevue Community College  
 Bellingham Technical College  
 Big Bend Community College  
 Cascadia Community College  
 Central Washington University  
 Centralia College  
 Clark College  
 Clover Park Technical College  
 Columbia Basin Community College  
 Community College of Spokane  
 Eastern Washington University  
 Edmonds Community College  
 Everett Community College  
 Evergreen State College  
 Grays Harbor College  
 Green River Community College  
 Highline Community College  
 Lake Washington Institute of Technology  
 Lower Columbia College  
 Northwest Indian College  
 Olympic College  
 Peninsula College  
 Pierce College  
 Renton Technical College  
 Seattle Community Colleges District VI  
 Shoreline Community College  
 Skagit Valley College  
 South Puget Sound Community College  
 Tacoma Community College  
 University of Washington  
 Walla Walla Community College  
 Washington State Board for Community and Technical Colleges  
 Washington State Higher Education Facilities Authority  
 Washington State Student Achievement Council  
 Washington State University  
 Washington State University, Vancouver  
 Wenatchee Valley College  
 Western Washington University  
 Whitson Community College  
 Yakima Valley Community College

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Washington Education (K-12)
Castelford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 83	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Shoshone Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Clark County District Library	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clarkia Free Library District	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
Clarksburg Highway District	Harpur School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clearwater Free Library District	Harrisburg School District No. 7	Marion County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Hells School District No. 1-A	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Soil and Water Conservation District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Water District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
Consolidated Free Library District	Hillsboro School District No. 31	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Cottonwood Highway District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Custer Soil and Water Conservation District	Hurinston School District No. 163	Pickens County School District	Granger-Hunter Improvement District	Berge School District No. 122
Dietch Fire District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietch Highway District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Downeque Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Downey Swan Lake Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boakfort School District No. 234
Dry Creek Cemetery Maintenance District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Eagle Fire Protection District	Jefferson County School District No. 509-1	Sparksburg County School District No. 1	Jordan Valley Special Service District	Brewster School District No. 111
Eagle Sewer District	Jefferson School District	Sparksburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
East Bonner County Free Library District	Jewell School District No. 8	Sparksburg County School District No. 3	Kane County Water Conservancy District	Brinson School District No. 46
East Bonner County Library District	John Day School District No. 3	Sparksburg County School District No. 4	Keams Improvement District	Burlington-Edison School District No. 100
East Greencreeks Irrigation District	Jordan Valley School District No. 3	Sparksburg County School District No. 5	Lake Point Improvement District	Camas School District
Eastern Idaho Public Health District	Joseph School District No. 6	Sparksburg County School District No. 6	Logan-Cache Airport Authority	Cape Hattery School District No. 401
Eastern Idaho Regional Wastewater Authority	Junction City School District No. 69	Sparksburg County School District No. 7	Moab Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Elk River Free Library District	Klamath County School District	Sumner School District	Magna Mosquito Abatement District	Carbondale Historical School District No. 19
Elmore Soil and Water Conservation District	Klamath Falls City Schools	Sumner School District No. 17	Magna Water District	Cascade Christian Schools
Fenn Highway District	Knappa School District	Sumner School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Ferdinand Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Fifth Haven Mosquito Abatement District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
Fremont County District Library	Lake Ed Service District	Williamsburg County Schools	Millford Area Healthcare Service District	Central Kitsap School District No. 401
Friedman Memorial Airport Authority	Lake Oswego School District No. 71	Wilkes County School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 355
Garden Valley District Library	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley Fire Protection District	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Challis School District No. 302
Garden Valley Recreation District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Gateway Fire Protection District	Lincoln County School District	Alken Housing Authority	Mountain View Special Service District	Chewelah School District No. 46
Gem County Fire Protection District	Lincoln-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Mosquito Abatement District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Glenns Ferry Highway District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Christston School District No. 1250-185
Golden Gate Highway District No. 3	Mapleton School District No. 32	Beaufort-Isoper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Rusby School District
Gooding County Memorial Hospital District	Marcola School District No. 791	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gracie District Library	McKenzie School District	North Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Granville Highway District	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Granite Reservoir Water and Sewer District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 206
Greater Boise Auditorium District	Millon-Fremont School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Middleton Parks and Recreation District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Swan Valley Fire Protection District No. 2	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Groveland Water and Sewer District	Monument School District	Boiling Springs Fire District, Greenville County	Oway Park Water Improvement District	Colville School District No. 135
Harbor View Estates Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Par City Fire Service District	Concrete School District No. 11
Hayden Lake Recreational Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
HiSdale Highway District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Homedale Highway District	Neville Point School District	Central Midlands Regional Transit Authority	Rochelle/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hoo Doo Water and Sewer District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Horseshoe Bend Fire Protection District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District No. 400
Idaho Soil and Water Conservation District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake Mosquito Abatement District	Creston School District No. 73
Indian Valley Rural Fire District	Newberg School District No. 291	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Iona-Roseville Sewer District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cuskick School District
Island Park Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scottsbluff Reservoir Special Service District	Darlington School District No. 330
Jerome Highway District	North Clatsop School District No. 12	Chester Housing Authority	Serik County Special Service District No. 1	Dayport School District No. 207
Jerome Recreation District	North Douglas School District No. 22	Chester Metropolitan District	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Rural Fire District No. 1	North Lake School District	Chester Sewer District	Smyerville Basin Special Recreation District	Deer Park School District No. 414
Kamiah Fire Protection District	North Marion School District No. 15	Coast Regional Transportation Authority	Smyerville Basin Water Reclamation District	Deringer School District
Kamiah Highway District	North Santiam School District No. 29	Columbia Housing Authority	Solid Waste Special Service District No. 1	Dixie School District
Katoom Rural Fire Protection District	North Wasco County School District No. 21	Conway Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kiddier Harris Highway District	Northwest Regional Education Service District	South Davis Water District	South Ogden Conservation District	East Valley School District No. 361, Spokane County
Kingston Water District	Nyssa School District No. 26	South Salt Lake Valley Mosquito Abatement District	South Utah Valley Solid Waste District	East Valley School District No. 50, Yallina County
Kootenai County Water District No. 1	Oakland School District	South Summit Fire Protection District	South Valley Sewer District	Eastmont School District No. 206
Kootenai-Ponderay Sewer District	Oakridge School District No. 76	South Utah Valley Solid Waste District	Southwestern Utah Housing Authority	Eatonville School District No. 404
Kootenai-Shoshone Soil and Water Conservation District	Ontario School District No. 8C	South Valley Sewer District	Southwest Regional Education Service District	Edmonds School District No. 15
Kuna Library District	Oregon City School District No. 62	Southwest Regional Education Service District	Spokane County Special Service District No. 1	Educational Service District No. 122
Laclede Water District	Oregon Trail School District No. 46	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Edwards School District No. 401
Lakes Highway District	Parsons School District No. 3	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Elma School District No. 58
Latah County Library District	Pendleton School District No. 16	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Elmhurst School District No. 308
Latah Soil and Water Conservation District	Perrydale School District No. 211	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Enlat School District No. 127
Lemhi Soil and Water Conservation District	Philmath School District No. 171	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Enumclaw School District No. 216
Leviston Orchards Irrigation District	Phoenia-Talent School District	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Ephrata School District No. 165
Lewiston-Hey Pence County Regional Airport Authority	Pilot Rock School District No. 2	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Evaluate School District No. 36
Lincoln County Recreation District	Pine Bluff School District No. 61	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Everett School District No. 2
Little Blacktail Ranch Water District	Pinehurst School District	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Evergreen School District No. 114, Clark County
Little Wood River Library District	Pleasant Hill School District	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Evergreen School District No. 105
Lizard Butte Library District	Plush School District 18	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Federal Way Public Schools
Lost River Highway District	Port Orford-Langlois School District No. 2C1	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Ferndale School District No. 502
MBT Water and Sewer District	Portland Public School District No. 1	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	File School District No. 417
Mackay Free Library District	Power's School District No. 31	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Finley School District
Madison Library District	Prater City School District No. 4	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Franklin Pierce School District No. 402
Marsing Rural Fire District	Prospect School District	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Freshman School District No. 358
McCall Fire Protection District	Rainier School District No. 13	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Garfield School District No. 302
McCall Memorial Hospital District	Redmond School District No. 21	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Glenwood School District
Meridian Cemetery Maintenance District	Redmond School District No. 105	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Goldendale School District
Meridian Library District	Region 9 Education Service District	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Grand Coulee Dam School District
Meridian Rural Fire Protection District	Reynolds School District No. 7	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Grandview School District No. 200
	Riddle School District No. 70	Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Granger School District No. 204
		Spokane County Water and Sewer Improvement District	Spokane Valley Water and Sewer Improvement District	Granite Falls School District No. 332



Mica Kidd Island Fire Protection District	Riverside School District No. 517	Hartsville Housing Authority	Utah County Housing Authority	Grappewew School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Helen Head No. 3 Public Service District	Utah Peace Housing Authority	Great Northern School District
Minidoka Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 241	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 129J	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moreland Water and Sewer District	Santiam Christian Schools	Kingstree Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 17	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Soia School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hoffman School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 48J	Lancaster Housing Authority	Webster Basin Water Conservancy District	Houlihan School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchelium School District No. 70
New Plymouth Fire District	Sherwood School District No. 88J	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4J	Lesington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kaholua School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chesnee-Fingerville Water District	Wellsville-Mendon Conservancy District	Kahama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 97J	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 4513	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	State	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Mariboro County Housing Authority	State Of Utah	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Administrative Services	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	MedicalJ University Hospital Authority	Utah Department of Health	Kittitas School District
Oakley Library District	Springsfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Legislature	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Midford Water and Sewer District	Utah State Treasurer	La Center School District
Oreida County Fire District	St. Paul School District No. 45	Milfin Housing Authority	Tribal	La Conner School District
Oregon Trail Recreation District	Starfield School District No. 61	Murrell's Inlet-Garden City Fire District	Confederated Tribes of the Goshute Reservation	LaCrosse School District
Owlet Bay Water and Sewer District	Sutherland School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Kanosh Band of the Palute Indian Tribe of Utah	Koosharem Band of the Palute Indian Tribe
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Northwestern Band of Shoshone Nation	Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23J	Newberry Housing Authority	Palute Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Skull Valley Band of Goshute Indians	Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District 80 R	North Charleston Sewer District	Ute Indian Tribe	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parke Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47J	Patricias Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wetzel School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No-406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Malton School District No. 120
Progressive Irrigation District	Wilamina School District No. 30J	Powdersville Water District		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lesington Airport District		Mason School District
Rainier River Water and Sewer District	Winston-Salem School District No. 163	Richardson School Riverbark Park District		Mary K. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District	Special District	Sandy Springs Water District		McCleary School District No. 65
Roodland Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Amity Fire District	Santee Water Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Ferwood Water and Sewer District	Aumeville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montezano School District No. 66
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		North Franklin School District No. 51
Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartenburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Corner of Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Neaptem School District No. 14
South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District	Boardman Rural Fire Protection District	Star-ava Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Starx-Jackson-Wellford-Duncan Water District		Nookack Valley School District No. 506
St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District	Brownsville Rural Fire District	Talaha Rural Community Water District		North Franklin School District No. 51
Sun Sewer and Water District	Bueth Red Prairie Water District	Taylor Fire and Sewer District		North Kittitas School District No. 400
Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority	Camelia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority	Cannon Beach Rural Fire Protection District	Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District	Central Oregon Irrigation and Recreation District	Wascoman Regional Transportation Authority		Oakville School District No. 374
Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stanzburg Water District		Oakville School District No. 400
Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Ocoosa School District No. 172
Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Odesa School District No. 105
Twin Falls Rural Fire Protection District	Chehalam Park and Recreation District	Williamsburg County Transit Authority		Okanogan School District No. 105
Twin Ridge Rural Fire District	Cheonowith Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District	Chiloquin Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roeback Water District		Omak School District No. 19
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District	Clackamas County Fire District No. 1	State		Onion Creek School District No. 30
West Boise Sewer District	Clackamas County Housing Authority	Santee-Lynch Regional Council of Governments		Orcas Island School District No. 123
West Bonner Library District	Clackamas County Soil and Water Conservation District	South Carolina Department of Health and Environmental Control		Orchard Prairie School District No. 137
West Bonner Water and Sewer District	Clatskanie Park and Recreation District	South Carolina Department of Mental Health		Oregon School District No. 65
West Pond Greville Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oreville School District No. 410
Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orring School District No. 344
Western Elmore County Recreation District	Catsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Wilderness Ranch Fire Protection District  
 Winona Highway District  
 Worley Fire District  
 Worley Highway District

State

Idaho Department of Administration  
 Idaho Department of Health and Welfare  
 State Of Idaho

Tribal

Coeur d'Alene Tribe  
 Kootenai Tribe of Idaho  
 Nez Perce Tribal Enterprises  
 Nez Perce Tribe  
 Shoshone-Bannock Tribes

Colton Fire District  
 Colton Water District  
 Columbia Corridor Drainage Districts Joint Contracting Authority  
 Columbia Health District  
 Columbia Improvement District  
 Columbia River Peoples Utility District  
 Columbia Soil and Water Conservation District  
 Coos County Airport District  
 Coos County Library Service District  
 Coquille Indian Housing Authority  
 Coquille Valley Hospital District  
 Corbett Water District  
 Corvallis Rural Fire Protection District  
 Cove Rural Fire Protection District  
 Crooked River Ranch Rural Fire Protection District  
 Crooked River Ranch Special Road District  
 Curry Health District  
 Curry Public Library District  
 Dallas Cemetery District No. 4  
 Dean Winard Water District  
 Dee Rural Fire Protection District  
 Deschutes County 911 Service District  
 Deschutes County Rural Fire District No. 1  
 Deschutes Valley Water District  
 Devils Lake Water Improvement District  
 Dexter Rural Fire Protection District  
 Douglas County Fire District No. 2  
 Douglas County Housing Authority  
 Douglas Soil and Water Conservation District  
 Drakes Crossing Rural Fire Protection District  
 DuFur Recreation District  
 Eagle Valley Soil and Water Conservation District  
 East Fork Irrigation District  
 East Multnomah Soil and Water Conservation District  
 East Umatilla County Health District  
 East Valley Water District  
 Echo Rural Fire District  
 Elsie-Vinemapple Rural Fire Protection District No. 11  
 Emerald Peoples 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  
 Gales Rural Fire Protection District  
 Gearhart Rural Fire Protection District  
 Glendale Rural Fire Protection District  
 Glenden Sanitary District  
 Goshen Fire District  
 Government Camp Sanitary District  
 Grand Ronde Sanitary District  
 Grant County Transportation District  
 Grant Soil and Water Conservation District  
 Grants Pass Irrigation District  
 Green Sanitary District  
 Hahlen Road Special District  
 Halsley-Sheild Rural Fire Protection District  
 Hamlet Rural Fire Protection District  
 Harbor Sanitary District  
 Harbor Water Public Utility District  
 Harney District Hospital  
 Harney Soil and Water Conservation District  
 Harriman Rural Fire Protection District  
 Hazledell Rural Fire Protection District  
 Hebo Joint Water and Sewer Authority  
 Heppner Water District  
 Hermon Cemetery District  
 Hermon Fire and Emergency Services District  
 Hermon Irrigation District  
 Hood River County Library District  
 Hood River County Transportation District  
 Hood River Valley Parks and Recreation District  
 Hoodland Fire District No. 74  
 Hubbard Rural Fire Protection District  
 Ice Fountain Water District  
 Illinois Valley Rural Fire Protection District  
 Ione Rural Fire Protection District  
 Irigon Community Park and Recreation Maintenance District  
 Jackson County Airport Authority  
 Jackson County Fire District No. 3  
 Jackson County Fire District No. 5  
 Jackson County Housing Authority  
 Jackson County Library District  
 Jackson County Vector Control District  
 Jackson Soil and Water Conservation District  
 Jefferson Rural Fire Protection District  
 John Day/Canyon City Parks and Recreation District  
 Junction City Rural Fire Protection District  
 Juniper Flat Rural Fire Protection District  
 Keating Soil and Water Conservation District  
 Kelser Rural Fire Protection District  
 Keno Fire Protection District  
 Kernville-Glenden Beach-Lincoln Beach Water District

Township

Township of Grand Meadow

Tribal

Catawba Indian Nation

Pateros School District  
 Paterson School District No. 50  
 Pe Ell School District No. 301  
 Peralta School District  
 Pioneer School District No. 402  
 Pomeroy School District No. 110  
 Port Angeles School District No. 121  
 Port Townsend School District No. 50  
 Prescott School District No. 402-37  
 Pride Prep Schools  
 Prosser School District No. 116  
 Puget Sound Educational Services District  
 Pullman School District No. 267  
 Puyallup School District No. 8  
 Queets-Clearwater School District No. 20  
 Quilicene School District No. 48  
 Quillayute Valley School District No. 402  
 Quincy School District No. 144  
 Rainier School District No. 307  
 Raymond School District No. 116  
 Reardon-Edwall School District  
 Renton School District No. 403  
 Republic School District  
 Richland School District No. 400  
 Ridgefield School District No. 122  
 Riverview School District  
 Riverside School District  
 Riverview School District No. 407  
 Rochester School District  
 Rossia School District No. 320  
 Royal School District  
 San Juan Island School District No. 149  
 Satsop School District No. 104  
 Seattle Public Schools  
 Sedro-Woolley School District No. 101  
 Selah School District No. 119  
 Selkirk School District No. 70  
 Sequim School District No. 323  
 Shaw Island School District No. 10  
 Shelton School District No. 309  
 Shoreline School District No. 412  
 Skykomish School District  
 Snohomish School District No. 201  
 Snoqualmie Valley School District No. 410  
 Snoo Lake School District No. 156  
 South Bend School District No. 118  
 South Kitsap School District No. 402  
 South Whidbey School District No. 206  
 Southside School District  
 Spokane Public Schools  
 Sprague School District  
 St. John School District No. 322  
 Stanwood-Camano School District No. 402  
 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. 201  
 Tacoma School District No. 10  
 Taholah School District No. 77  
 Tahoma School District No. 409  
 Tekoa School District No. 265  
 Tenino School District No. 402  
 Thorp School District No. 400  
 Toledo School District No. 137  
 Toppenish School District  
 Toppenish School District No. 202  
 Touchet School District No. 300  
 Toutle Lake School District No. 130  
 Trout Lake School District No. R-400  
 Tulwila School District No. 406  
 Tumwater School District No. 33  
 Union Gap School District No. 2  
 University Place School District No. 83  
 Valley School District  
 Valley School District No. 70  
 Vancouver School District No. 37  
 Vashon Island School District No. 402  
 Wahkiakum School District No. 200  
 Waiilatke School District No. 73  
 Waiilatburg School District  
 Walla Walla School District No. 140  
 Wapato School District No. 207  
 Warden School District No. 146-161  
 Washington Schools Risk Management Pool  
 Washington State Educational Service District  
 Washougal School District  
 Washburn School District  
 Waterville School District No. 209  
 Wallingford School District  
 Wenatchee School District No. 246  
 West Valley School District No. 208, Yakima County

Klamath County Fire District No. 1	West Valley School District No. 363, Spokane County
Klamath County Library Service District	White Pass School District No. 303
Klamath Housing Authority	White River School District No. 416
Klamath Irrigation District	White Salmon Valley School District No. 405-17
Klamath Vector Control District	Wilbur 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
La Pine Rural Fire Protection District	Winlock School District No. 232
La Pine Water District	Wishah Valley School District No. 117
Lake District Hospital	Woodland School District No. 404
Lake Grove Water District	Yakima School District No. 7
Lakeland Fire District No. 4	Yelm Community School District No. 2
Lane County Fire District No. 1	Zillah School District No. 295
Lane Library District	Special District
Lane Transit District	Acme Water District No. 18
Langlois Water District	Adams County Fire Protection District No. 1
LaPine Special Sewer District	Adams County Mosquito Control District
Lcbanon Aquatic District	Aeneas Lake Irrigation District
Lcbanon Fire District	Alderwood Water and Wastewater District
Lewis and Clark Rural Fire Protection District	Alpine Water District
Libby Drainage District	Anacortes Housing Authority
Linn Benton Housing Authority	Annapolis Water District
Lookingglass Rural Fire District	Asotin County Cemetery District No. 1
Lorane Rural Fire Protection District	Asotin County Conservation District
Lowell Rural Fire Protection District	Asotin County Fire District No. 1
Lower Unique Hospital District	Asotin County Housing Authority
Lusted Water District	Asotin County Public Utility District No. 1
Madras Aquatic Center District	Baigder Mountain Irrigation District
Malheur County Housing Authority	Bainbridge Island Metropolitan Park and Recreation District
Malin Rural Fire Protection District	Basin City Water/Sewer District
Mapleton Water District	Bayview Beach Water District
Marion County Fire District No. 1	Beacon Hill Water and Sewer District
Marion Soil and Water Conservation District	Behive Irrigation District
Meadford Irrigation District	Belfair Water District No. 1
Merrill Rural Fire Protection District	Bellevue Convention Center Authority
Mid-County Cemetery Maintenance District	Bellingham Housing Authority
Middle Fork Irrigation District	Bellingham Public Development Authority
Miles Crossing Sanitary Sewer District	Benton County Draining District No. 1
Mill City Rural Fire Protection District	Benton County Fire Protection District No. 1
Milton-Freewater Water Control District	Benton County Fire Protection District No. 2
Mist-Birkenfeld Rural Fire Protection District	Benton County Fire Protection District No. 4
Mohawk Valley Rural Fire District	Benton County Fire Protection District No. 5
Molalla River Improvement District	Benton County Fire Protection District No. 6
Molalla Rural Fire Protection District No. 73	Benton County Mosquito Control District
Morrow Rural Fire Protection District	Benton County Public Utility District No. 1
Morrow County Health District	Benton Irrigation District
Mountain View Hospital District	Benton-Franklin Health District
MT. Angel Fire District	Beverly Water District
Multnomah County Drainage District No. 1	Birch Bay Water and Sewer District
Multnomah County Rural Fire Protection District No. 10	Black Diamond Water District
Multnomah County Rural Fire Protection District No. 14	Bremerton Housing Authority
Nesika Beach-Ogby Water District	Buchanan-Uppur County Airport Authority
Neskowin Regional Sanitary Authority	Burbank Irrigation District No. 4
Neskowin Regional Water District	Cannhope Irrigation District No. 7
Nestucca Rural Fire Protection District	Cascadia Conservation District
Netarts-Oceanside Sanitary District	Cedar River Water and Sewer District
Netarts-Oceanside Rural Fire Protection District	Central Klickitat County Park and Recreation District
North Bay Rural Protection Fire District	Central Pierce Fire and Rescue District No. 6
North Bend City/Coos Bay Housing Authority	Central Puget Sound Regional Transit Authority
North Central Public Health District	Central Valley Jurisdiction Authority
North Clackamas Parks and Recreation District	Cheban County Fire District No. 1
North County Recreation District	Cheban County Fire District No. 3
North Gilliam Cemetery District	Cheban County Fire District No. 5
North Gilliam County Rural Fire Protection District	Cheban County Fire District No. 6
North Lincoln Fire and Rescue District No. 1	Cheban County Fire District No. 7
North Powder Rural Fire Protection District	Cheban County Fire District No. 8
North Sherman County Rural Fire Protection District	Cheban County Fire District No. 9
North Unit Irrigation District	Cheban County Public Hospital District No. 1
Northeast Oregon Housing Authority	Cheban County Public Utility District No. 1
Northern Wasco County Park and Recreation District	Cheban County/Wenatchee Housing Authority
Northern Wasco County People's Utility District	Cheban-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 District	Clallam Conservation District
Oak Hill Sanitary District	Clallam County Fire District No. 2
Oak Lodge Sanitary District	Clallam County Fire District No. 5
Oak Lodge Water District	Clallam County Fire District No. 6
Oceanside Water District	Clallam County Fire Protection District No. 1
Ochoza West Sanitary District	Clallam County Fire Protection District No. 3
Odeil Sanitary District	Clallam County Fire Protection District No. 4
Ontario Library District	Clallam County Hospital District No. 1
Oregon Fire Districts Association	Clallam County Housing Authority
Oregon Infrastructure Finance Authority	Clallam County Parks and Recreation District No. 1
Oregon Trail Library District	Clallam County Public Hospital District No. 2
Oregon Water Wonderland Unit II Sanitary District	Clallam County Public Utility District No. 1
Owhehe Irrigation District	Clark County Fire District No. 10
Pacific City Joint Water Sanitary Authority	Clark County Fire District No. 11
Pacific Communities Health District	Clark County Fire District No. 13
Palaune 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
Pilot Rock Fire Protection District	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

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Pleasant Home Water District  
 Polk County Fire District No. 1  
 Polk County Housing Authority  
 Polk Soil and Water Conservation District  
 Portland Metropolitan Area Water District  
 Public Procurement Authority  
 Rainbow Water District  
 Raleigh Water District  
 Redmond Area Park and Recreation District  
 Riddle Rural Fire District  
 River Forest Acres Special Road District  
 River Road Park and Recreation District  
 Rivergrove Water District  
 Roads End Sanitary District  
 Roberts Creek Water District  
 Rockwood Water People's Utility District  
 Rogue River Cemetery Maintenance District  
 Rogue Valley Transportation District  
 Roseburg Urban Sanitary Authority  
 Sable Drive Road District  
 Salem Area Mass Transit District  
 Salem Housing Authority  
 Salem-Keizer Transit District  
 Santa Clara Rural Fire Protection District  
 Santiam Water Control District  
 Scappoose Rural Fire District  
 Sico Rural Fire District  
 Scottsburg Rural Fire District  
 Seal Rock Fire District  
 Seal Rock Water District  
 Shangri-La Water District  
 Shasta View Irrigation District  
 Siletz Rural Fire Protection District  
 Silverton Fire District  
 Sisters-Camp Sherman Rural Fire Protection District  
 Siuslaw Public Library District  
 South Clatsamas Transportation District  
 South Suburban Sanitary District  
 Southern Curry Cemetery Maintenance District  
 Southwest Lincoln County Water District  
 Spring River Special Road District  
 Springfield Utility District  
 Stanfield Fire District No. 7-402  
 Stayton Fire District  
 Suburban East Salem Water District  
 Sunrise Water Authority  
 Sunset Empire Transportation District  
 Swaley Irrigation District  
 Sweet Home Fire and Ambulance District  
 Talent Irrigation District  
 Terrebonne Domestic Water District  
 Three Sisters Irrigation District  
 Tillamook County Transportation District  
 Tillamook People's Utility District  
 Tiller Rural Fire District  
 Toledo Rural Fire Protection District  
 Toi City Rural Fire District No. 4  
 Toi City Water District  
 Tri-City Service District  
 Tri-County Metropolitan Transportation District  
 Tualatin Hills Park and Recreation District  
 Tualatin Hills Park and Recreation District  
 Tualatin Valley Irrigation District  
 Tualatin Valley Water District  
 Tumalo Irrigation District  
 Twin Rocks Sanitary District  
 Umatilla County Housing Authority  
 Umatilla Hospital District  
 Umatilla Land Redevelopment Authority  
 Umatilla Morrow Radio and Data District  
 Umatilla Reservation Housing Authority  
 Umatilla Rural Fire Protection District  
 Union Cemetery District  
 Vale Oregon Irrigation District  
 Valley View Water District  
 Vandeventer Acres Special Road District  
 Vineyard Mountain Water and Improvement District  
 Walla Walla River Irrigation District  
 Wallawa County Health Care District  
 Warmic Water and Sanitary Authority  
 Warm Springs Housing Authority  
 Wasco County Soil and Water Conservation District  
 Washington County Fire District No. 2  
 Washington County Housing Authority  
 Water Wonderland Improvement District  
 Wedderburn Sanitary District  
 West Slope Water District  
 West Valley Housing Authority  
 Western Lane Ambulance District  
 Westport Wauya Rural Fire Protection District  
 Westwood Hills Road District  
 Ward Memorial Park District  
 Wickup Water District  
 Willamalane Park and Recreation District

Clinton Water District  
 Coal Creek Utility District  
 Columbia Conservation District  
 Columbia County Fire District No. 3  
 Columbia County Public Hospital District No. 1  
 Columbia County Rural Library District  
 Columbia Irrigation District  
 Columbia Valley Water District  
 Colville Indian Housing Authority  
 Consolidated Irrigation District No. 14  
 Covington Water District  
 Couville Sewer District  
 Cowlitz County Cemetery District No. 2  
 Cowlitz County Fire District No. 6  
 Cowlitz County Public Utility District No. 1  
 Cowlitz Transit Authority  
 Cross Valley Water District  
 Dallesport Water District  
 Douglas County Fire District No. 2  
 Douglas County Fire Protection District No. 5  
 Douglas County Public Utility District No. 1  
 Douglas County Sewer District No. 1  
 Douglas-Okanogan County Fire District No. 15  
 East Columbia Basin Irrigation District  
 East Gig Harbor Water District  
 East Lewis County Public Development Authority  
 East Pierce Fire and Rescue District No. 22  
 East Spokane Water District No. 1  
 East Wenatchee Water District  
 Eastmont Metropolitan Park District  
 Eastmond Sewer and Water District  
 Edmonds Public Facilities District  
 Ellicomb Business Development Authority  
 Enterprise Cemetery District No. 7  
 Entiat Irrigation District  
 Everett Housing Authority  
 Everett Public Facilities District  
 Evergreen Water-Sewer District No. 19  
 Fall City Water District  
 Ferry County Public Utility District No. 1  
 Ferry/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  
 Ft. Worden Public Development Authority  
 Gardena Farms Irrigation District No. 13  
 Gelforth Special Utility District  
 Grand Coulee Project Hydroelectric Authority  
 Grandview Irrigation District  
 Grant County Airport District No. 1  
 Grant County Fire District No. 10  
 Grant County Fire District No. 11  
 Grant County Fire District No. 9  
 Grant County Fire District No. 4  
 Grant County Fire District No. 7  
 Grant County Fire Protection District No. 5  
 Grant County Housing Authority  
 Grant County Mosquito Control District No. 1  
 Grant County Mosquito District No. 2  
 Grant County Port District No. 4  
 Grant County Port District No. 6  
 Grant County Port District No. 7  
 Grant County Public Hospital District No. 1  
 Grant County Public Hospital District No. 2  
 Grant County Public Hospital District No. 3  
 Grant County Public Hospital District No. 4  
 Grant County Public Utility District No. 2  
 Grant Transit Authority  
 Grays Harbor Conservation District  
 Grays Harbor County Fire Protection District No. 1  
 Grays Harbor County Fire Protection District No. 12  
 Grays Harbor County Fire Protection District No. 14  
 Grays Harbor County Fire Protection District No. 4  
 Grays Harbor County Fire Protection District No. 7  
 Grays Harbor County Housing Authority  
 Grays Harbor County Water District No. 3  
 Grays Harbor County Water District No. 2  
 Grays Harbor Drainage District No. 1  
 Grays Harbor Fire District No. 10  
 Grays Harbor Historical Seaport Authority  
 Grays Harbor Public Utility District No. 1  
 Grays Harbor Transportation Authority  
 Greater Wenatchee Irrigation District  
 Greater Wenatchee Regional Events Center Public Facilities District  
 Green Tank Irrigation District No. 11  
 Hartstene Pointe Water-Sewer District  
 Highland Water District

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Williams Rural Fire Protection District  
 Willow Creek Park District  
 Winchester Bay Sanitary District  
 Winston-Dillard Fire District  
 Winston-Dillard Water District  
 Woodburn Rural Fire Protection District  
 Yamhill County Housing Authority  
 Yamhill Fire Protection District  
 Youngs River-Lewis and Clark Water District

State

Oregon Department of Administrative Services  
 Oregon Department of Revenue  
 Oregon Health Licensing Agency  
 Oregon Higher Education Coordinating Commission  
 Oregon Secretary of State  
 Oregon State Board of Nursing  
 State of Oregon

Tribal

Burns Paiute Tribe  
 Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians  
 Confederated Tribes of Grand Ronde Community  
 Confederated Tribes of Siletz Indians  
 Confederated Tribes of the Umatilla Indian Reservation  
 Confederated Tribes of the Warm Springs  
 Coquille Indian Tribe  
 Klamath Tribes

Highlands Sewer District  
 Highline Water District  
 Historic Seattle Preservation and Development Authority  
 Holmes Harbor Sewer District  
 Hunters Water District  
 Hydro Irrigation District No. 9  
 Isicle Irrigation District  
 Inchelium Water District  
 Irwin Water District No. 6  
 Island County Fire District No. 3  
 Island County Fire Protection District No. 1  
 Island County Housing Authority  
 Jefferson County Conservation District  
 Jefferson County Fire District No. 5  
 Jefferson County Fire Protection District No. 1  
 Jefferson County Fire Protection District No. 3  
 Jefferson County Public Utility District No. 1  
 Jefferson County Water District No. 3  
 Jefferson Transit Authority  
 Juniper Beach Water District  
 Kapowsin Water District  
 Kefauk Housing Authority  
 Kennewick Housing Authority  
 Kennewick Irrigation District  
 Kennewick Public Facilities District  
 Kennewick Public Hospital District  
 Kent Fire Department Regional Fire Authority  
 Key Peninsula Metro Parks District  
 King County Airport District No. 1  
 King County Ferry District  
 King County Fire Protection District No. 16  
 King County Fire Protection District No. 2  
 King County Fire Protection District No. 20  
 King County Fire Protection District No. 25  
 King County Fire Protection District No. 27  
 King County Fire Protection District No. 28  
 King County Fire Protection District No. 34  
 King County Fire Protection District No. 37  
 King County Fire Protection District No. 40  
 King County Fire Protection District No. 43  
 King County Fire Protection District No. 44  
 King County Fire Protection District No. 45  
 King County Fire Protection District No. 47  
 King County Fire Protection District No. 50  
 King County Flood Control District  
 King County Hospital District No. 4  
 King County Housing Authority  
 King County Public Hospital District No. 1  
 King County Public Hospital District No. 2  
 King County Water District No. 1  
 King County Water District No. 111  
 King County Water District No. 117  
 King County Water District No. 119  
 King County Water District No. 125  
 King County Water District No. 19  
 King County Water District No. 20  
 King County Water District No. 45  
 King County Water District No. 49  
 King County Water District No. 54  
 King County Water District No. 90  
 Kitsap Conservation District  
 Kitsap County Consolidated Housing Authority  
 Kitsap County Fire District No. 18  
 Kitsap County Public Utility District No. 1  
 Kitsap County Rural Library District  
 Kitsap Public Health District  
 Kittitas County Conservation District  
 Kittitas County Fire District No. 2  
 Kittitas County Fire Protection District No. 7  
 Kittitas County Hospital District No. 2  
 Kittitas County Housing Authority  
 Kittitas County Public Utility District No. 1  
 Kittitas County Water District No. 5  
 Kittitas County Water District No. 6  
 Kittitas County Water District No. 7  
 Klickitat County Fire District No. 14  
 Klickitat County Fire District No. 15  
 Klickitat County Fire District No. 1  
 Klickitat County Fire Protection District No. 4  
 Klickitat County Fire Protection District No. 5  
 Klickitat County Port District No. 1  
 Klickitat County Public Hospital District No. 1  
 Klickitat County Public Hospital District No. 2  
 Klickitat County Public Utility District No. 1  
 Lacey Fire District 3  
 Lake Chelan Reclamation District  
 Lake Chelan Sewer District  
 Lake Forest Park Water District  
 Lake Stevens Sewer District  
 Lake Wenatchee Water District  
 Lake Whatcom Water and Sewer District  
 Lakehaven Utility District  
 Lakewood Water District  
 Lenora Water and Sewer District

Lewis County Conservation District  
 Lewis County Fire District No. 1  
 Lewis County Fire District No. 11  
 Lewis County Fire District No. 13  
 Lewis County Fire District No. 18  
 Lewis County Fire District No. 9  
 Lewis County Fire Protection District No. 14  
 Lewis County Fire Protection District No. 16  
 Lewis County Fire Protection District No. 2  
 Lewis County Fire Protection District No. 5  
 Lewis County Fire Protection District No. 8  
 Lewis County Fire Protection District No. 8  
 Lewis County Hospital District No. 1  
 Lewis County Public Facilities District  
 Lewis County Public Utility District No. 1  
 Lewis County Water District No. 1  
 Lewis County Water District No. 3  
 Lewis County Water District No. 3  
 Lewis Public Transportation Benefit Area Authority  
 Liberty Lake Sewer and Water District  
 Lincoln County Fire District No. 1  
 Lincoln County Fire District No. 4  
 Lincoln County Fire Protection District No. 5  
 Lincoln County Fire Protection District No. 6  
 Lincoln County Fire Protection District No. 8  
 Lincoln County Hospital District No. 3  
 Lincoln-Adams County Fire Protection District No. 3  
 Longview Housing Authority  
 Lopez Island Library District  
 Lower Elwha Housing Authority  
 Lower Squahchuck Irrigation District  
 Lummi Housing Authority  
 Lummi Tribal Sewer and Water District  
 Makah Housing Authority  
 Maja 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  
 Msoab Irrigation District No. 20  
 Moses Lake Irrigation and Rehabilitation District  
 Multico Water and Wastewater District  
 Naches-Selah Irrigation District  
 North Beach Water District  
 North Central Washington Economic Development District  
 North City Water District  
 North County Regional Fire Authority  
 North Highline Fire District  
 North Perry Avenue Water District  
 North Whidbey Park and Recreation District  
 Northeast Sammamish Sewer and Water District  
 Northshore Utility District  
 Northwest Park and Recreation District No. 2  
 Okanogan Conservation District  
 Okanogan County Cemetery District No. 4  
 Okanogan County Fire District No. 6  
 Okanogan County Fire Protection District No. 11  
 Okanogan County Housing Authority  
 Okanogan County Public Hospital District No. 3  
 Okanogan County Public Hospital District No. 4  
 Okanogan County Public Utility District No. 1  
 Okanogan Fire Protection District No. 16  
 Okanogan Irrigation District  
 Olympic View Water and Sewer District  
 Olympia Terrace Sewer District  
 Orcas Island Library District  
 Orchard Avenue Irrigation District No. 6  
 Oroville Housing Authority  
 Oroville-Tonasket Irrigation District  
 Othello Housing Authority  
 Pacific Conservation District  
 Pacific County Fire District No. 2  
 Pacific County Fire Protection District No. 1  
 Pacific County Fire Protection District No. 3  
 Pacific County Public Healthcare Services District No. 3  
 Pacific County Public Utility District No. 2  
 Pacific Hospital Preservation and Development Authority  
 Palouse Conservation District  
 Pasco/Franklin County Housing Authority  
 Pend Oreille County Fire District No. 2

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

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



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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  
 Wildbey Island Public Hospital District  
 Whitestone Reclamation District  
 Whitman County Fire District No. 11  
 Whitman County Fire Protection District No. 12  
 Whitman County Fire Protection District No. 14  
 Whitman County Fire Protection District No. 7  
 Whitman County Public Hospital District No. 3  
 Whitman County Rural Library District  
 Whitworth Water District No. 2  
 Willapa Valley Water District  
 William Shore Memorial Pool District  
 Williams Lake Sewer District No. 2  
 Wine Science Center Development Authority  
 Wollochet Harbor Sewer District  
 Woodville Water District  
 Yakima County Fire District No. 1  
 Yakima County Fire District No. 3  
 Yakima County Fire District No. 4  
 Yakima County Fire District No. 5  
 Yakima County Fire District No. 6  
 Yakima County Fire Protection District No. 12  
 Yakima County Fire Protection District No. 14  
 Yakima County Mosquito Control District  
 Yakima Housing Authority  
 Yakima Regional Clean Air Authority  
 Yakima Rural County Library District  
 Yakima-Tieton Irrigation District

**State**

North Seattle Community College  
 Seattle Colleges  
 State Of Washington  
 Washington State Department of Enterprise Services  
 Washington State Department of Health  
 Washington State Department of Social and Health Services  
 Washington State Health Care Authority

**Tribal**

Columbia River Inter-Tribal Fish Commission  
 Confederated Tribes of the Chehalis Reservation  
 Confederated Tribes of the Colville Reservation  
 Confederated Tribes of the Yakama Nation  
 Cowitz Indian Tribe  
 Hoh Indian Tribe  
 Jamestown S'Klallam Tribe  
 Kalispel Tribe of Indians  
 Lower Elwha Klallam Tribe  
 Lummi Indian Nation  
 Makah Tribe  
 Muckleshoot Indian Tribe  
 Nisqually Indian Tribe  
 Nooksack Indian Tribe  
 Port Gamble S'Klallam Tribe  
 Puget Sound Tribe of Indians  
 Quileute Indian Tribe  
 Quinalt Indian Nation  
 Samish Indian Nation  
 Sauk-Suiattle Indian Tribe  
 Skokomish Indian Tribe  
 Snoqualmie Indian Tribe  
 Spokane Tribe  
 Squaxin Island Tribe  
 Stillaguamish Tribe of Indians  
 Suquamish Tribe  
 Swinomish Indian Tribal Community  
 Tulalip Tribes  
 Upper Skagit Indian Tribe  
 Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for

Virginia

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

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

Public K-12  
 Accomack County Public Schools  
 Albemarle County Public Schools  
 Alexandria City Public Schools  
 Alleghany County Public Schools  
 Amelia County Public Schools  
 Amherst County Public Schools  
 Appomattox County Public Schools  
 Arlington Public Schools  
 Atlantic Shores Christian Schools  
 Augusta County Public Schools  
 Bath County Public Schools  
 Bedford County Public Schools  
 Bedford County Public Service Authority  
 Bland County Public Schools  
 Botetourt County Public Schools  
 Bristol Virginia Public Schools  
 Brunswick County Public Schools  
 Buchanan County Schools  
 Buckingham County Public Schools  
 Buena Vista City Public Schools  
 Campbell County Public Schools  
 Caroline County Public Schools  
 Carroll County Public Schools  
 Charles City County School District  
 Charlotte County Public Schools  
 Charlottesville City Schools  
 Chesapeake Public Schools  
 Chesterfield County Public Schools  
 Clarke County School District  
 Colonial Beach Schools  
 Colonial Heights Public Schools  
 Cooper River School District  
 Covington City Public Schools  
 Craig County Public Schools  
 Culpeper County Public Schools  
 Cumberland County Public Schools  
 Danville Public Schools  
 Dickenson County Public Schools  
 Dinwiddie County Public Schools  
 Fairfax County Public Schools  
 Falls Church City Public Schools  
 Fauquier County Public Schools  
 Floyd County Public Schools  
 Fluvanna County Public Schools  
 Franklin City Schools  
 Franklin County Public Schools  
 Frederick County Public Schools  
 Fredericksburg City Public Schools  
 Galax City Public Schools  
 Giles County Public Schools  
 Gloucester County Public Schools  
 Goodland County Public Schools  
 Grayson County Public Schools  
 Greene County Schools  
 Greensville County Public Schools  
 Halifax County Public Schools  
 Hampton City Schools  
 Hanover County Public Schools  
 Harrisonburg City Public Schools  
 Henrico County Public Schools  
 Henry County Public Schools  
 Highland County Public Schools  
 Hopewell Public Schools  
 Imagine Schools  
 Isle of Wight County Schools  
 King and Queen County Public Schools  
 King George County Public Schools  
 King William County Public Schools  
 Lancaster County Public Schools  
 Lee County Public Schools  
 Lexington City Schools  
 Loudoun County Public Schools  
 Louisa County Public Schools  
 Lynchburg City Schools  
 Madison County Public Schools  
 Madison County Public Schools  
 Manassas City City Schools  
 Manassas Park City Schools  
 Martinsville Public Schools  
 Mathews County School District  
 Mecklenburg County Public Schools  
 Middlesex County Public Schools  
 Montgomery County Public Schools  
 Nelson County Public Schools  
 New Kent County Schools  
 New Kent County Schools  
 Newport News Public Schools  
 Norfolk Public Schools  
 Northampton County School District  
 Northumberland County Public Schools  
 Norton City Public Schools  
 Nottingham County Public Schools  
 Orange County Public Schools

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

Public Higher Education  
 Blue Ridge Community College  
 Central Virginia Community College  
 Christopher Newport University  
 College of William and Mary  
 Dabney S. Lancaster Community College  
 Appomattox Community College  
 Arlington County  
 Augusta County  
 Bath County  
 Bedford County  
 Bedford County Public Service Authority  
 Bland County  
 Botetourt County  
 Brunswick County  
 Buchanan County  
 Buchanan County Public Service Authority  
 Buckingham County  
 Buckingham County Board of Supervisors  
 Campbell County  
 Caroline County  
 Carroll County  
 Carroll County Public Service Authority  
 Charles City County  
 Charlotte County  
 Chesterfield County  
 Clarke County  
 Craig County  
 Culpeper County  
 Cumberland County  
 Dickenson County  
 Dinwiddie County  
 Essex County  
 Fairfax County  
 Fauquier County  
 Floyd County  
 Fluvanna County  
 Frederick County  
 Giles County  
 Gloucester County  
 Goodland County  
 Grayson County  
 Greene County  
 Greensville County  
 Halifax County  
 Hanover County  
 Henrico County  
 Henry County  
 Highland County Public Service Authority  
 Highland County  
 Isle of Wight County  
 James City County  
 King and Queen County  
 King George County  
 King William County  
 Lancaster County  
 Lee County  
 Loudoun County  
 Louisa County  
 Lunenburg County  
 Madison County  
 Mathews County  
 Mecklenburg County  
 Middlesex County  
 Montgomery County  
 Nelson County  
 New Kent County  
 Northampton County  
 Northumberland County  
 Nottingham County  
 Orange County  
 Page County  
 Patrick County  
 Pittsylvania County  
 Pittsylvania County Service Authority  
 Powhatan County  
 Prince Edward County  
 Prince George County  
 Prince William County  
 Prince William County Service Authority  
 Pulaski County  
 Rappahannock County  
 Richmond County  
 Roanoke County  
 Rockbridge County  
 Rockingham County Public Service Authority  
 Rockingham County  
 Russell County  
 Scott County

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

Townships  
 Township of Green, Ross County

**City/Town**

Town of Elkton  
 Town of Exmore  
 Town of Farmville  
 Town of Fincastle  
 Town of Floyd  
 Town of Giles  
 Town of Front Royal  
 Town of Gate City  
 Town of Glade Spring  
 Town of Glasgow  
 Town of Glen Lyn  
 Town of Gordonsville  
 Town of Goshen  
 Town of Gretna  
 Town of Groveton  
 Town of Halifax  
 Town of Hamston  
 Town of Haymarket  
 Town of Hayti  
 Town of Herndon  
 Town of Hillsville  
 Town of Honaker  
 Town of Hurt  
 Town of Independence  
 Town of Iron Gate  
 Town of Irvington  
 Town of Jonesville  
 Town of Kenbridge  
 Town of Keysville  
 Town of Klaminock  
 Town of La Crosse  
 Town of Lawnesville  
 Town of Leesburg  
 Town of Louisa  
 Town of Lovettsville  
 Town of Luray  
 Town of Mason  
 Town of Middleburg  
 Town of Midway  
 Town of Mineral  
 Town of Monterey  
 Town of Montross  
 Town of Mt. Jackson  
 Town of Narrows  
 Town of New Castle  
 Town of New Market  
 Town of Nickelsville  
 Town of Occoquan  
 Town of Orange  
 Town of Orange  
 Town of Pamplin City  
 Town of Parkley  
 Town of Pearisburg  
 Town of Pembroke  
 Town of Pennington Gap  
 Town of Phenix  
 Town of Pocahontas  
 Town of Pound  
 Town of Pulaski  
 Town of Purcellville  
 Town of Quantico  
 Town of Remington  
 Town of Rich Creek  
 Town of Richlands  
 Town of Ridgeway  
 Town of Rocky Mount  
 Town of Round Hill  
 Town of Rural Retreat  
 Town of Salville  
 Town of Scottsville  
 Town of Shenandoah  
 Town of Smithfield  
 Town of South Boston  
 Town of South Hill  
 Town of St. Paul  
 Town of Stanley  
 Town of Stephens City  
 Town of Strasburg  
 Town of Stuart  
 Town of Tangier  
 Town of Tappahannock  
 Town of Tazewell  
 Town of Timberville  
 Town of Troutville  
 Town of Ubarina  
 Town of Victoria  
 Town of Vienna  
 Town of Vinton  
 Town of Wakefield  
 Town of Warrenton  
 Town of Warsaw  
 Town of Washington  
 Town of Waverly  
 Town of West Point  
 Town of White Stone  
 Town of Windsor  
 Town of Wise  
 Town of Woodstock  
 Town of Wyalusing

**Special Districts**

Montgomery County Public Service Authority  
 Montgomery Regional Solid Waste Authority  
 Mt. Rogers Planning District Commission  
 New River Regional Water 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  
 Norfolk Airport Authority  
 Norfolk Economic Development Authority  
 Norfolk Redevelopment and Housing Authority  
 Northern Neck Planning District Commission  
 Northern Virginia Regional Park Authority  
 Northern Virginia Transportation Authority  
 Northwestern Regional Jail Authority  
 NRV Regional Water Authority  
 Pamunkey Regional Jail Authority  
 Patrick County Economic Development Authority  
 Pepper's Ferry Regional Wastewater Treatment Authority  
 Petersburg Redevelopment and Housing Authority  
 Peunamstead Creek Regional Jail Authority  
 Piedmont Soil and Water Conservation District  
 Planning District One Behavioral Health Services  
 Portsmouth Redevelopment 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  
 Rapidan Service Authority  
 Rappahannock Regional Jail Authority  
 Rappahannock-Shenandoah-Warren Regional Jail Authority  
 Region 2000 Services Authority  
 Richmond Behavioral Health Authority  
 Richmond Hospital Authority  
 Richmond Metropolitan Authority  
 Richmond Redevelopment and Housing Authority  
 Richmond Regional Planning District Commission  
 Rivanna Solid Waste Authority  
 Rivanna Water and Sewer Authority  
 Riverside Regional Jail Authority  
 Roanoke Redevelopment and Housing Authority  
 Roanoke River Service Authority  
 Roanoke Valley Broadband Authority  
 Roanoke Valley Resource Authority  
 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  
 Scott County Redevelopment and Housing Authority  
 Shenandoah Valley Soil and Water Conservation District  
 Smyth County Industrial Development Authority  
 Smyth Washington Regional Industrial Facilities Authority  
 South Central Wastewater Authority  
 Southeastern Public Service Authority  
 Southside Planning District  
 Southside Regional Jail Authority  
 Southwest Regional Recreation Authority  
 Southwest Virginia Regional Jail Authority  
 Suffolk Redevelopment and Housing Authority  
 Tappahannock-Essex County Airport Authority  
 Tazewell County Airport Authority  
 Tazewell County Industrial Development Authority  
 Tazewell County Public Service Authority  
 Tazewell County Public Service Authority  
 Thomas Jefferson Planning District Commission  
 Thomas Jefferson Soil and Water Conservation District  
 Toms Brook-Mount Vernon Sanitary District  
 Upper Occoquan Service Authority  
 Valley Municipal Utility District No. 2  
 Vint Hill Economic Development Authority  
 Virginia Beach Development Authority  
 Virginia Commercial Space Flight Authority  
 Virginia Highlands Airport Authority  
 Virginia Housing Development Authority  
 Virginia Peninsula Public Service Authority  
 Virginia Port Authority  
 Virginia Resources Authority  
 Virginia Tech/Montgomery Regional Airport Authority  
 Virginia/Carolina Water Authority  
 Virginia's First Regional Industrial Facility Authority  
 Washington County Industrial Development Authority  
 Washington County Service Authority  
 Waynesboro Economic Development Authority  
 Waynesboro Redevelopment and Housing Authority  
 West Piedmont Planning District  
 Western Virginia Water Authority  
 Williamsburg Area Transit Authority  
 Winchester Regional Airport Authority  
 Wired Road Authority  
 Wise County Public Service Authority  
 Wise County Redevelopment and Housing Authority  
 Woodway Water and Sewer Authority  
 Wyalusing Redevelopment and Housing Authority

**Public K-12**

Pager County Public Schools  
 Patrick County Public Schools  
 Petersburg City Public Schools  
 Pittsylvania County School District  
 Pocahontas City Public Schools  
 Portsmouth Public Schools  
 Powhatan County Public Schools  
 Prince Edward County Schools  
 Prince George County Public Schools  
 Prince William County Schools  
 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  
 Rockbridge County Schools  
 Rockingham County Public Schools  
 Russell County Public Schools  
 Salem City Schools  
 Scott County Public Schools  
 Shenandoah County Public Schools  
 Smyth County Public Schools  
 Southampton County Public Schools  
 Spotsylvania County Public Schools  
 Stafford County Public Schools  
 Staunton City Schools  
 Suffolk Public Schools  
 Surry County Public Schools  
 Sussex County Public Schools  
 Tazewell County Public Schools  
 Virginia Beach City Public Schools  
 Warren County Public Schools  
 Washington County School District  
 Waynesboro Public Schools  
 West Point Public Schools  
 Westmoreland County Public Schools  
 Williamsburg-James City County Public Schools  
 Winchester Public Schools  
 Wise County Public Schools  
 Wythe County Public Schools  
 York County Public Schools

**County**

Scott County Public Service Authority  
 Shenandoah County  
 Smyth County  
 Southampton County  
 Spotsylvania County  
 Stafford County  
 Surry County  
 Sussex County  
 Tazewell County  
 Tri County Lake Administrative Commission  
 Warren County  
 Washington County  
 Westmoreland County  
 Wise County  
 Wythe County  
 York County

**Public Higher Education****State****Townships**



**ADDENDUM ONE (1)**  
To that certain  
**NJPA RFP #122017**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

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

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 signed Addendum with your RFP 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](mailto: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 [RFP@njpacoop.org](mailto: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.

Thank you!

<image001.png>

**Carol Jackson**

Procurement Analyst III

phone 218-894-5481

email [carol.jackson@njpacoop.org](mailto:carol.jackson@njpacoop.org)

website [NJPAcoop.org](http://NJPAcoop.org)

Home > List of Bids > Bid Information

**Bid Information**

**Pending Biddingo Approval**

**Bid Information for 122017**

<b>Bid Number</b>	122017	<b>Bid Name</b>	Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies
<b>Published By</b>	National Joint Powers Alliance	<b>Solicitation Type</b>	Open to all suppliers
<b>Contract Type</b>	RFP	<b>Procurement Name</b>	Procurement
<b>Published Date</b>	11/16/2017	<b>Closing Date</b>	12/20/2017 04:30:00 PM CT
<b>Country &amp; Province/State</b>	Ontario, Canada	<b>Region &amp; City</b>	,
<b>Bid Type</b>	Goods	<b>Group</b>	
<b>Estimated Contract Amount</b>	\$99,999,999.00	<b>Publish Option</b>	
<b>Remind Notice Date</b>	Not Applicable	<b>Value Range</b>	Not Applicable
<b>NIGP Code</b>		<b>Tender Area</b>	
<b>Client Departments</b>			
<b>Accept questions</b>	Not Applicable		

**Requirements**

<b>NDA Requirement</b>	Not Applicable
<b>NOI Date</b>	Not Applicable
<b>Site Meetings</b>	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
<b>No File Attached</b>						

**Invited Bidders**

Name / Email	Address	Phone	Fax
<b>No Bidder Invited</b>			

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AFFIDAVIT OF PUBLICATION

# DJC



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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **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



**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@njpacoop.org](mailto: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. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.  
Published Nov. 17, 2017. 11442910

**Carol Jackson**  
**National Joint Powers Alliance**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 11442910  
Client Reference No:





### Cooperative Purchasing

- Procurement Process
- 
- About Us
- 
- Affiliations & Relationships
- 
- Become a Member
- 
- Member Resources
- 
- Become a Vendor

- Get to Know NJPA
- Current & Pending Solicitations
  - Indefinite Quantity Construction
  - Contracting Systems and related services
  - Automotive and Truck
  - Replacement Parts and Tires with Related Equipment, Accessories, and Services
  - Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services
  - Multi-Function Copiers, Printers, and Equipment
  - Express Courier, Overnight, Ground Delivery Logistics Services
  - Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories and Supplies
  - Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services
  - Pest Management with Related

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

Vendor Name: \*

Vendor Address: \*

Vendor City: \*

Vendor State: \*

Vendor Zip Code: \*

Contact Name: \*

Contact email: \*

Vendor Phone Number:

Submit

**Notice**

**Basic Information**

**Estimated Contract Value (CAD)** \$999,999,999.00 (Not shown to suppliers)  
**Reference Number** 0000071479  
**Issuing Organization** National Joint Powers Alliance  
**Solicitation Type** RFP - Request for Proposal  
**Solicitation Number** 122017  
**Title** Sewer Vacuum Hydro-Excavation Street Sweeper Equipment with Related Accessories  
**Source ID** PP.CO.USA.868485.C88455

**Details**

**Region** All of Canada, All of Canada  
**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  
**Closing Date** 2017/12/20 04:30:00 PM CST

**Contact Information**

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

**Bid Submission Process**

**Bid Submission Type** Electronic Bid Submission  
**Pricing** Lump sum  
**Pricing** Lump sum  
**Bid Documents List**

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

## Categories

### Selected Categories

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

## Document Request List

### Document Request List

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



# The New York State Contract Reporter

This document printed  
Thursday, 11/16/2017

*NYS' official source of contracting opportunities  
Bringing business and government together*

## 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](mailto: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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Columbia, South Carolina publisher of



### 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**  
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.  
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

1 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 year of 2017.

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."*



# Public | Purchase™

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

<p>Bid Type <b>RFP</b></p> <p>Bid Number <b>122017</b></p> <p>Title <b>Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and supplies</b></p> <p>Start Date <b>Nov 16, 2017 1:54:33 PM CST</b></p> <p>End Date <b>Dec 20, 2017 4:30:00 PM CST</b></p> <p>Agency <b>NJPA</b></p> <p>Bid Contact <b>Chris Robinson</b> (218) 895-4168 rfp@njpacoop.org 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p><b>Access Reports</b> View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p><b>Questions</b> 0 Questions 0 Unanswered [View/Ask Questions]</p> <p><b>Edit Bid</b> [Create Addendum]</p>
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### Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #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**

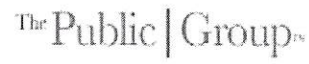
Location

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

**Documents**

No Documents for this bid

Customer Support: [agency support@publicpurchase.com](mailto:agency support@publicpurchase.com) | Copyright 1999-2017 © | The Public Group, LLC. All rights reserved.



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

Deseret News



The Salt Lake Tribune

**PROOF OF PUBLICATION CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS

NATIONAL JOINT POWERS ALLIANCE,  
Accounting Dept  
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

11/16/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001182227 /

PUBLICATION SCHEDULE

START 11/16/2017 END 11/16/2017

CUSTOMER REFERENCE NUMBER

RFP#122017

CAPTION

PUBLIC NOTICE The National Joint Powers Alliance (NJPA), on behalf of NJPA and its c

SIZE

40 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

91.80

**PUBLIC NOTICE**  
The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #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 email 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.  
1182227 UPAXLP

**AFFIDAVIT OF PUBLICATION**

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

PUBLISHED ON Start 11/16/2017 End 11/16/2017

DATE 11/16/2017

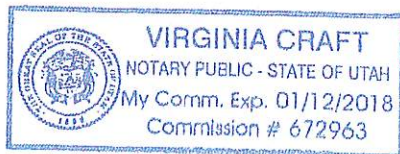
SIGNATURE *Christina Robinson*

STATE OF UTAH )

COUNTY OF SALT LAKE )

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 16TH DAY OF NOVEMBER IN THE YEAR 2017

BY LORI GUDMUNDSON



*Virginia Craft*  
NOTARY PUBLIC SIGNATURE

## 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

**#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](mailto: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.



www.njpacoop.org

Proposal Opening Record

202 12th Street NE  
P.O. Box 219  
Staples, 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	Kelly McAllister, NJPA
Kim Austin, NJPA	Scott Carr, NJPA
Sheila Christoffersen, NJPA	Chris Robinson, NJPA
James Voelker, NJPA	Jed Klein, NJPA
Scott Saehr, NJPA	Brandon Town, NJPA
Tony Glenz, 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

- 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 at 12:59:03PM (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 12/20/2017 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




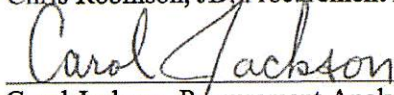
[www.njpacoop.org](http://www.njpacoop.org)

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**

Possible Points	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
Conformance to Terms/ Conditions to Include Documentation	50	40	43	42	33	37	42	42	41	34	39	37	41	31
Pricing	400	296	335	270	251	345	299	358	331	311	328	338	314	273
Financial, Industry and Marketplace Successes	75	63	65	69	54	55	60	62	67	63	67	56	67	57
Bidder's Ability to Sell/ Service Contract Nationally	100	79	79	76	63	67	80	83	83	76	88	68	82	61
Bidder's Marketing Plan	50	40	42	43	36	39	42	44	39	43	43	37	38	41
Value Added Attributes	75	63	67	61	56	53	61	68	69	66	71	55	61	67
Warranty Coverages and Information	50	40	41	41	36	38	41	43	41	39	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
<b>Total Points</b>	<b>1,000</b>	<b>784</b>	<b>850</b>	<b>773</b>	<b>683</b>	<b>791</b>	<b>791</b>	<b>855</b>	<b>847</b>	<b>804</b>	<b>855</b>	<b>790</b>	<b>816</b>	<b>750</b>
<b>Rank Order</b>		<b>19</b>	<b>8</b>	<b>21</b>	<b>28</b>	<b>15.5</b>	<b>15.5</b>	<b>3.5</b>	<b>6</b>	<b>13</b>	<b>3.5</b>	<b>17</b>	<b>10</b>	<b>24</b>

Possible Points	Hol-Mac Corporation	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
Conformance to Terms/ Conditions to Include Documentation	50	30	37	41	40	41	43	41	43	40	41	31	25	37
Pricing	400	310	261	308	314	350	343	333	330	314	304	249	240	308
Financial, Industry and Marketplace Successes	75	61	63	62	69	69	66	66	68	60	55	52	48	62
Bidder's Ability to Sell/ Service Contract Nationally	100	74	71	78	77	71	79	87	82	73	70	78	78	84
Bidder's Marketing Plan	50	38	38	45	42	43	42	45	44	39	37	23	15	37
Value Added Attributes	75	63	66	69	66	63	65	65	68	55	58	51	43	68
Warranty Coverages and Information	50	41	39	41	44	42	41	41	42	42	41	24	35	38
Selection and Variety of Products and Services Offered	200	168	153	151	170	161	166	180	179	158	161	148	150	171
<b>Total Points</b>	<b>1,000</b>	<b>785</b>	<b>728</b>	<b>795</b>	<b>822</b>	<b>840</b>	<b>845</b>	<b>858</b>	<b>856</b>	<b>781</b>	<b>767</b>	<b>656</b>	<b>634</b>	<b>805</b>
<b>Rank Order</b>		<b>18</b>	<b>25</b>	<b>14</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>1</b>	<b>2</b>	<b>20</b>	<b>22.5</b>	<b>27</b>	<b>28</b>	<b>12</b>

*Chris Robinson*  
Chris Robinson, JD, NJPA

*James Voelker*  
James Voelker, CFCM, NJPA

*Carol Jackson*  
Carol Jackson, NJPA

*Brandon Town*  
Brandon Town, NJPA

*Michael Munoz*  
Michael Munoz, NJPA





**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 [www.njpacoop.org](http://www.njpacoop.org), Onvia website [www.onvia.com](http://www.onvia.com), 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](mailto: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 Jettters / 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

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

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.

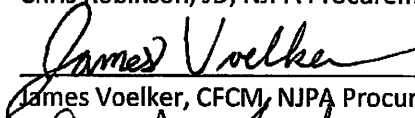
For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #122017 to:

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

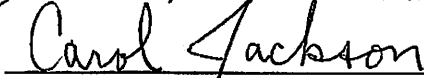
The preceding recommendations were approved on February 19, 2018:



Chris Robinson, JD, NJPA Procurement Manager



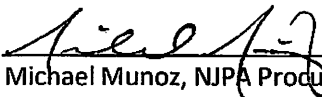
James Voelker, CFCM, NJPA Procurement Lead Analyst



Carol Jackson, NJPA Procurement Analyst III



Brandon Town, NJPA Procurement Analyst II



Michael Munoz, NJPA Procurement Analyst II

Regular Meeting Minutes of the  
NATIONAL JOINT POWERS ALLIANCE®  
Board of Directors  
Tuesday, March 20, 2018  
Conference Room 3 & 4  
202 12<sup>th</sup> 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. Coquette 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.





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



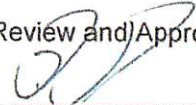
Company Name:     RapidView, LLC    

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

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

Proposer's Signature:  Date: 12/18/17

**NJPA's clarification on exceptions listed above:**

Review and Approved:  2/6/18  
NJPA Legal Department

**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  
(Name printed or typed)

## CERTIFICATION OF ELIGIBLES

<p style="text-align: center;"><b>LORI GRUEBEL</b> COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p>_____</p> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 09/26/2020 and return on or before 10/26/2020</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p><b>TO:</b> TERESA KENNY, SUPERVISOR</p> <p><b>Dept/Agency:</b> TOWN OF ORANGETOWN / TOWN OF ORANGETOWN</p>	<p><b>FROM:</b> Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970</p>

<p><b>TITLE:</b> INFORMATION SERVICES &amp; EQPT SPLST (NETWRK SYSTEM)</p>	<p><b>LOCATION:</b> TOWN OF ORANGETOWN</p>	<p><b>EXAM NUMBER/PUBLIC NO:</b> 20017/</p>
<p><b>NUMBER OF CANDIDATES ON CERT:</b> 1</p>	<p><b>POSITIONS:</b> 1 / NOMN / F</p>	<p><b>DATE OF CERTIFICATION:</b> 08/12/2020</p>

RESTRICTED - LACKS CLEARANCE ON THE PRACTICAL PORTION(S). NOT ELIGIBLE FOR APPOINTMENT UNLESS NOMINATED BY APPOINTING AUTHORITY AND NOT UNTIL PRACTICAL TEST(S) ARE TAKEN AND PASSED OR ARE WAIVED FOR EACH CANDIDATE.

#	NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	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	0.00 /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**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	080520	\$ 172,706.21
	081820	\$ 497,095.48
	<b>Total</b>	<b>\$ 669,801.69</b>

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**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