

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: Rush Truck Centers of Virginia, Inc.
11525 North Lakeridge Parkway
Ashland, VA 23005

DATE ISSUED: April 10, 2017

AGREEMENT NO: 17-232-R

AGREEMENT TITLE:

Class 6, 7, and 8 Chassis with
Related Equipment, Accessories
and Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective Immediately, and expires on November 15, 2020. This Agreement includes the ability to renew for one (1) additional twelve (12) month period from November 16, 2020 to November 15, 2021.

The contract documents consist of the terms and conditions of Arlington County Rider Agreement No. 17-232-R dated April 10, 2017, and National Joint Powers Alliance (NJPA) Contract No. 081716-NVS, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 081716-NVS ("PRICING MODEL")

ATTACHMENT/S:

1. ARLINGTON COUNTY RIDER AGREEMENT NO. 17-232-R, DATED 04/10/2017
2. ATTACHMENT A (NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 081716-NVS), DATED 11/15/2016
3. ATTACHMENT B (NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 081716-NVS – PRICING), DATED 08/30/2016

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Thomas Barnes

TELEPHONE NO.: (804) 361-8285

EMAIL ADDRESS: barnest@rushenterprises.com

COUNTY CONTACT: Matthew Davila

TELEPHONE NO.: (703) 228-6467

EMAIL ADDRESS: cmdavila@arlingtonva.us

CONTRACT AUTHORIZATION


MICHAEL BEVIS
PURCHASING AGENT

4/10/2017
DATE

DISTRIBUTION:

VENDOR: 1
BID FOLDER 2

ORIGINAL

C.P.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

RIDER AGREEMENT NO. 17-232-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Rush Truck Centers of Virginia, Inc., 11525 North Lakeridge Parkway, Ashland, VA 23005 ("Contractor"), a Delaware Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (National Joint Powers Alliance Contract No. 081716-NVS, incorporated herein by reference), and Attachment B (National Joint Powers Alliance Contract No. 081716-NVS – Pricing), (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by the National Joint Powers Alliance (NJPA). The Contractor desires to extend to the County the same pricing as the Contractor's agreement with the National Joint Powers Alliance.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods/services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than November 15, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if the National Joint Powers Alliance renews their agreement identified in Attachment A, the County may elect to renew this Agreement under the same contract unit prices for not more one (1) additional twelve (12) month period from November 16, 2020 to November 15, 2021 ("Subsequent Contract Term"). However, if the National Joint Powers Alliance does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of the National Joint Powers Alliance 's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A (National Joint Powers Alliance Contract No. 081716-NVS) and Attachment B (National Joint Powers Alliance Contract No. 081716-NVS – Pricing) for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide Class 6, 7, and 8 Chassis with related equipment, accessories, and services.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the

Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and

irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees),

charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Thomas Barnes, GOV/TEM Sales
Rush Truck Center – Richmond
11525 North Lakeridge Parkway
Ashland, VA 23005

TO THE COUNTY:
Matthew Davila, Business Manager
Arlington County, Virginia Equipment Bureau
2100 South Taylor Street
Arlington, Virginia 22206

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of

this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible.

Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation Insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

RUSH TRUCK CENTERS OF VIRGINIA, INC.

AUTHORIZED
SIGNATURE:

Rebecca Lee

AUTHORIZED
SIGNATURE:

R. Schmitzer

NAME:

MICHAEL E. BEVIS

NAME:

Richard Schmitzer

TITLE:

PURCHASING AGENT

TITLE:

District GM

DATE:

4/10/2017

DATE:

4/10/2017



Navistar, Inc.
2701 Navistar Drive
Lisle, IL 60532 USA

P : 630-753-5000
W : navistar.com

Benjamin P. Thomas
Truck Sales Manager
Central Region

04/03/2017

To Whom It May Concern,

Rush Truck Centers of Virginia is an active International Truck Dealer, and is authorized to transact business in support of the Navistar/NJPA agreement that is in effect through December 31, 2017.

Please feel free to contact me in the event that you have further questions regarding the NJPA vendor relationship.

Kind Regards,

A handwritten signature in black ink, appearing to read "B. Thomas", is positioned above the typed name.

Benjamin P. Thomas
Navistar, Inc.
Truck Sales Manager, Central Region
980-328-8818



NJPA VENDOR CONTRACT SUMMARY – Navistar

DATE November 15, 2016	RFP # 081716
AWARDED CONTRACT NUMBER 081716-NVS	NJPA RFP TITLE & CATEGORY CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
CONTRACT PERIOD November 15, 2016 – November 15, 2020	PRICING MODEL Percent Discount Off List: 31%-47%
DESCRIPTION Class 6-8 Chassis	
VENDOR NAME AND ADDRESS Navistar 2701 Navistar Drive Lisle, IL 60532 www.navistar.com	VENDOR CONTACT Martin White 331-332-2370 martin.white@navistar.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS "Contract" as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E ("Acceptance and Award") with final terms and conditions. Request for Proposal (RFP) Contract Acceptance & Award Pricing and Forms P and C - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION Affidavit of Advertisement Proposal Opening Witness Page Proposal Evaluation
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NJPA INFORMATION

NJPA CONTACT Andy Campbell	TITLE NJPA Contract Administrator
PHONE 218-895-4145	EMAIL Andy.campbell@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department





National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)
for the procurement of
**CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES**

RFP Opening

AUGUST 18, 2016

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #081716

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 #081716 CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning June 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until August 17, 2016 at 4:30 p.m. Central Time at the above address and opened August 18, 2016 at 8:00 a.m. Central Time.

RFP Timeline

- | | |
|---|---|
| June 22, 2016 | Publication of RFP in the print and online version of <i>USA Today</i>, in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), 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. |
| July 27, 2016
10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference). |
| August 10, 2016 | Deadline for RFP questions. |
| August 17, 2016
4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| August 18, 2016
8:00 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of the NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

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

B. JOINT EXERCISE OF POWERS LAWS

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: 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 Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our Member agencies 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 preferred. 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 [CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES].

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

3.17.1 In addition to [CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES,] **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Chassis and cabs as classified by the following gross vehicle weight ratings (GVWR):
Class 6 – 19,001 to 26,000 lbs.; Class 7 – 26,001 to 33,000 lbs.; Class 8 – 33,001+ lbs.]

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

3.17.2.1 1) Proposers may include Class 4 and Class 5 chassis in their response provided that these two classes are merely complementary to the Proposer's Class 6-8 offering.

2) Proposers may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on chassis manufacturing and not on a Proposer's ability to provide turnkey solutions by upfitting a chassis for a particular purpose.

3) **This RFP should not be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded.**

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

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

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

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

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

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

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

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

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

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

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

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

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

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

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

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

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

3.28 [This section is intentionally blank.]

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

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

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

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

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

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

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors (or respondents?) 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 CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$40 Million.** This is a new contract category for NJPA, but this

conservative estimate is based on heavy chassis sales from an existing NJPA contract, which is not specifically a chassis contract. It is also based on the enormous potential in the government sector for chassis sales through a national cooperative purchasing contract. This estimate also factors in the likelihood of sales increasing throughout the length of the four-year contract. As distribution networks embrace the contract, sales during the latter portion of the contract could well exceed this average annual estimate. |

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor’s line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as “Sourced Products/Equipment” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged**, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested

information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and

identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more 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 administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. 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.

6 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a

required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

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

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

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

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

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

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

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

7.13.6 The Vendor fails to properly report quarterly sales;

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

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by

the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or

nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant,

principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

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

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Navistar, Inc..

2701 Navistar Drive

Lisle, IL. 60532

331 332 5000

Tax ID # 33-3359573

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business. Provide brief history and core values.

- **Business**
- Navistar International Corporation ("NIC"), incorporated under the laws of the State of Delaware in 1993, is a holding company whose principal operating entities
- are Navistar, Inc. and Navistar Financial Corporation ("NFC"). References herein to the "Company," "we," "our," or "us" refer to NIC and its consolidated
- subsidiaries, including certain variable interest entities ("VIEs") of which we are the primary beneficiary. We report our annual results for our fiscal year, which
- ends October 31. As such, all references to 2015, 2014, and 2013 contained within this Annual Report on Form 10-K relate to the applicable fiscal year unless
- otherwise indicated.
- **Overview**
- We are an international manufacturer of International® brand commercial and military trucks, proprietary diesel engines, IC Bus™ ("IC") brand school and
- commercial buses, as well as a provider of service parts for trucks and diesel engines. We also provide retail, wholesale, and lease financing services for our trucks
- and parts.
- **Our Products and Services**
- Our principal products and services include:
 - **Trucks**— We manufacture and distribute Class 4 through 8 trucks and buses in the common carrier, private carrier, government, leasing, construction,
 - energy/petroleum, military vehicle, and student and commercial transportation markets under the International and IC brands. We design and manufacture
 - proprietary diesel engines for our International branded trucks and military vehicles and IC branded buses.
 - **Parts**— We support our International brand commercial and military trucks, IC brand buses, Maxforce and our proprietary engines, as well as our other
 - product lines, by distributing proprietary products together with a wide selection of other standard truck, trailer, and engine service parts.
 - **Financial Services**— We provide retail, wholesale, and lease financing of products sold by the Truck and Parts segments, as well as their dealers, within the
 - U.S. and Mexico

2) Provide a detailed description of the products and services that you are offering in your proposal.

- Navistar fact book attached – Attachment # 1

3) What are your company's expectations in the event of an award?

- Successfully market, sell and service 500 units per year
- Give local dealer the ability to sell and support non profit entities without having to go to bid
- Grow our Government market share

4) 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.

- **2015 Annual report attached – Attachment # 2**

5) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

- No

6)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.

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?

Navistar, Inc. is an American manufacturer of class 6, 7 & 8 trucks. There are 328 dealers with 720 locations providing sales, parts & service. All dealerships are independently owned and all individuals are employees of these dealerships.

7) 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.

- **All dealerships and sales people are required to hold sales licenses in they State they conduct business. All technicians working in these dealerships require ongoing certification.**
- **U.S. Navistar has sales licenses in State of New York and Missouri and also can sell directly to the Federal Government**

8) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.

- February 6, 2007
- **Navistar Says NYSE Moves to Delist Company from Exchange; Trading Suspension Set for Feb. 14; Appeal Planned**
- WARRENVILLE, Ill., Feb 06, 2007 (BUSINESS WIRE) -- Navistar International Corporation (NYSE: NAV) said today that the New York Stock Exchange has informed the company that it plans to proceed with its previously announced delisting of the company from the exchange and will suspend trading in company stock at the end of trading on February 13 as part of the procedure.
- The New York Stock Exchange action is a result of the company's December 15 announcement that it will complete the restatement of its 2005 financial statements after February 1, 2007. The company said it anticipates being quoted on the Pink Sheet Electronic Quotation Service as soon as the exchange suspends trading. The company said it will appeal the decision.
- "While we are disappointed with the exchange's ruling and plan to appeal, we continue to remain focused on our principal mission of creating value for our shareholders and that includes turning in strong operating results in our current fiscal year," said Daniel C. Ustian, Navistar chairman, president and chief executive officer.
- Bill Caton, the company's Executive Vice President and Chief Financial Officer said, "We are committed to accurate financial statements and we will continue to devote the necessary time and resources to achieve that goal. We have made significant progress on completing the restatement of our financial statements while at the same time strengthening accounting processes throughout the company. Wherever we are listed, we are committed to continued communications with our shareholders."
- Navistar International Corporation (NYSE: NAV) is the parent company of International Truck and Engine Corporation. The company produces International(R) brand commercial trucks, mid-range diesel engines and IC brand school buses, Workhorse brand chassis for motor homes and step vans, and is a private label designer and manufacturer of diesel engines for the pickup truck, van and SUV markets. Navistar is also a provider of truck and diesel engine parts. A wholly owned subsidiary offers financing services. Additional information is available at: www.navistar.com.
- SOURCE: Navistar International Corporation

9) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

- In addition to manufacturing class 6-8 chassis we also have the following:
 - Factory parts and all make parts program
 - Fleetcharge
 - Engine reman programs with CAT
 - Used Truck Organization
 - Connected Services
 - Military Division
 - Export operations
 - Engine manufacturing and contract engine manufacturing – US and Brazil
 - Joint venture in China with JAC

10) Describe any relevant industry awards or recognition that your company has received in the past five years.

- **International TerraStar 4x4 Named 2014 Medium-Duty Truck of the Year**



- The International [TerraStar](#) 4x4 was selected as *Work Truck* magazine's [2014 Medium-Duty Truck of the Year](#). The award was presented March 5 at the 2014 NTEA Work Truck Show in Indianapolis.

10) Describe any relevant industry awards or recognition that your company has received in the past five years.

- **International ProStar named heavy-duty Truck of the Year by ATD**



- “It is an honor to be recognized this year with both the 2014 ATD Heavy-Duty and Medium-Duty Commercial Truck of the Year titles,” says Bill Kozek, president of North America Truck and Parts for Navistar, said after the announcements on Sunday. “Being recognized in both these categories proves International is back with great product offerings

11) 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.

- Viking – Cives Midwest

Steve Rider 573 262 3545

- RWC Group

Bob Cunningham 602 292 7100

- McNeilus

Ryan Kumpf 507 374 6321

12) 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.

Top International Customers by DTU - Government (CY 2013 to 2016 YTD)

CUSTOMER	2013	2014	2015	2016 YTD
FEDERAL GOVERNMENT	260	310	429	504
STATE OF OHIO	154	151	106	85
VIRGINIA DOT	204	25	174	86
PENNSYLVANIA DOT	84	77	116	20
STATE OF ILLINOIS	142	135	3	
MISSOURI DEPT OF TRANS	151	45	60	13
STATE OF CALIFORNIA	107	90	27	12
STATE OF ALABAMA	104	27	62	25
STATE OF IOWA	68	52	57	38
STATE OF MINNESOTA	75	56	80	1
COMMONWEALTH OF KENTUCKY	59	54	48	46
TEXAS STATE OF (TRUCK)	2	46	65	92
VERMONT, STATE OF	55	37	29	54
COLORADO, STATE OF	31	45	89	2
STATE OF GEORGIA	27	26	107	6

13) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

% of Sales to Government and Schools in US and Canada

	Govt	Total	% to Total
Medium 6-7	1,244	18,707	7%
Heavy	38	19,599	0%
Severe	3,857	7,388	52%
Bus	7,504	11,489	65%
	12,643	57,183	22%

14) 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?

- Onondaga County, NY
- GSA
- Greater Boston Police Council
- Florida Sheriff's Association
- Houston, Galveston Area Council
- Texas Buy Board

15) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

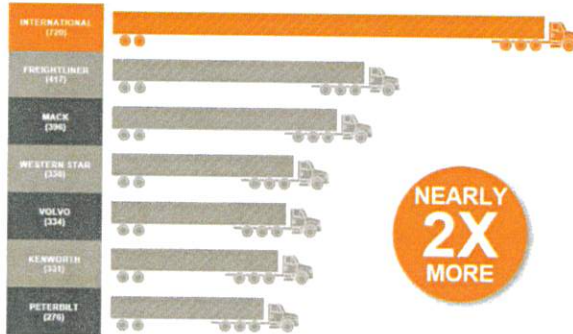
- **2016** (through 8/8/16)
- GS-30F-CA034 456 units \$44,046,527.00 Med & Hvy Truck Contract
- GS-30F-CA043 10 units \$ 1,442,125.01 Wreckers & Carriers
-
- **2015**
- GS-30F-CA034 534 units \$46,177,954.99 Med & Hvy Truck Contract
- GS-30F-CA043 4 units \$ 485,861.00 Wreckers & Carriers
- GS-30F-CA019 14 units \$ 861,667.86 Light Truck Contract
-
- **2014**
- GS-30F-W0012 453 units \$37,182,977.66 Med & Hvy Truck Contract
- GS-30F-BA031 6 units \$ 346,144.94 Light Truck Contract
-
- **2013**
- GS-30F-W0012 239 units \$21,115,239.98 Med & Hvy Truck Contract
- GS-30F-W0017 2 units \$ 113,775.00 Light Truck Contract

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

- Sales force

MORE LOCATIONS

Nearly twice as many dealers as the competition.

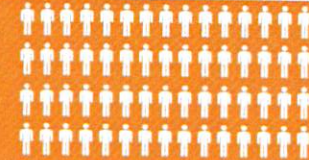


- Dealer network or other distribution methods

MORE EXPERTS

More qualified technicians & bays means you're back on the road faster.

8474
TECHNICIANS



7668

SERVICE BAYS



MORE AVAILABILITY

We're here to help when you need it most.



SATURDAY
488
LOCATIONS

SUNDAY
47
LOCATIONS

17) 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.

On Command Connection

- Using a customers' current Telematic Provider, Navistar has created a Fleet-Centric, remote diagnostic system that is capable of handling fleets with All-Makes of vehicle and engine brands. OnCommand Connection is already integrated with 16 Telematics Service Providers (TSPs), with several additional TSPs now in the process of being integrated.
- Vehicle status and diagnostic trouble code data from the TSPs are transmitted to OnCommand Connection, which then interprets this data and creates easy-to-understand vehicle health reports and recommended action plans for all brands of vehicles and engines, which can be accessed through online portal, emails and other types of alerts, as determined by the customer. By integrating and interpreting vehicle health information in a customer-friendly format, OnCommand Connection enables fleet users and other customers to achieve more efficient repairs and maintenance, better lifecycle value, and an overall lower total cost of ownership, giving them increased visibility into maintenance needs and better control of their business.

Health History Report

- Health reports provide a snapshot of the current health of the vehicle, containing over 130 parameter values. Current and historical Health Reports for vehicles enrolled in the OnCommand Connection (OCC) system may be accessed in the OCC web-portal or through the OnCommand Service Information online system for individual VINs.

Silver Package

- The Silver Package is available to qualifying municipal customers and includes 2 years of OnCommand Service Information and OnCommand Parts Information, based on DTU date. Through our OnCommand™ Service Information and Parts Information programs, participants in the Silver Package Program will have online access to critical information such as maintenance manuals, parts catalogs and up to date VIN specific information.

17) 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.

Link System

- The OnCommand Link device enables WiFi connectivity to your vehicles systems through the 9-pin Deutsch service port. The Link device allows capabilities of Over The Air programming of Navistar and Cummins engines. When paired with OnCommand™ Connection, you gain access to a standard health report containing over 130 parameter values.

Dwell Time by region? (Cory Just)

- In the fall of 2015, Navistar launched the Diamond Edge dealer certification program. To achieve Diamond Edge Certification status, International truck dealers must:
- Meet or exceed service dwell time metrics and define long-term action plans for continuous and ongoing service dwell time improvement at dealership location
- Provide dedicated Accelerated Service lanes where customers receive immediate vehicle evaluation by a technician and are informed of required repair, required parts and availability, and estimated repair time within two hours of vehicle's arrival
- Enroll new truck orders onto the OnCommand™ Connection remote diagnostics system and designate an OnCommand Connection service champion at each service location
- Participate in the dealership inventory alliance (DIA) parts inventory program to ensure common parts are readily available in dealer inventory
- Since launch the launch of the Diamond Edge program, Navistar has certified 346 International dealer locations, representing 51% of our servicing dealer network. We have seen the dwell time at our dealers decrease by 51% and the number of repairs completed within 48 Hours rise from 36% to 58%, an increase of 61%.

18) Identify any geographic areas of the United States or NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

International dealer
locations in the lower 48
States. Complete coverage
– Attachment # 3



19) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories

- **There would not be any contract restrictions in these states or territories however there would be an extreme difference in the freight and duty charges.**
- **US Territories Puerto Rico, Guam etc. are not included in this package**

20) 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.

- **International Truck has four regional marketing managers and a dedicated sales training manager. This team will work to ensure the details of the NJPA contract are communicated and understood by the sales force and the entire dealer body.**
- **International Truck typically takes a three-step approach to ensuring success such a program. First, we ensure all front-line employees understand the details of the program. This is communicated formally in a program letter to all employees and will be discussed in detail in a scheduled monthly conference call with the entire sales organization. Second, this program will be announced to dealers with great fanfare. This is typically done through a dedicated email to the entire dealer body, and this email will include links to online training, downloadable lists of co-op members in each dealer's region and marketing materials that can be used locally with members**

21) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

- **International Truck will ensure success of this program in two ways. First, to ensure the International Truck dealer network understands the program in detail and is actively calling on the members. Second, to ensure members have a way to directly contact us and our dealers to make a purchase.**
- **We currently have an intranet site called the Navistar Marketing Resource Center that houses all sales and marketing materials, programs, customer lists and more. Dealers are highly engaged on this site, with thousands of visits each month. Our plan would be to feature the NJPA program prominently on the site and ensure member lists are parsed out by dealership area of responsibility and available on day one. This site would also feature links to online training, customized brochures featuring the NJPA logo and more. Furthermore, our regional marketing team will ensure dealers are aware of this program and will ensure they are actively calling on members. We are successful on similar programs today, and we therefore plan to replicate this strategy.**
- **We would plan to develop a unique website for NJPA for its members to visit, read about the offer and ask to be contacted by a dealership sales person. We will then ensure those customer names are distributed to dealerships and called within 24 hours. This site would include branded brochures, information on our products and details of the program. A recent example of this is what we developed for a large leasing customer of ours. We created a unique website that contained details of the program, downloadable brochures and a link to "get a quote" where basic specification needs were listed. Automatic emails are generated from the site and directed to International Truck sales managers, who are instructed to follow-up to such requests within 24 hours.**

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- **International Truck has made significant investments in its digital infrastructure. We have a significant marketing database with hundreds of thousands of truck customer records. This data**
- **Regarding marketing mix, email marketing is a significant portion of our customer communications strategy. We send out well over 100,000 emails each month to customers and prospects, and we track and optimize our email marketing efforts on an ongoing basis. We often pair this effort with digital retargeted advertising and marketing automation strategies to ensure customers that have engaged with our site are being served digital advertising and email communications after their site visit.**
- **International Truck has a significant social media presence, with a primary focus area being Facebook. We have a community of nearly 200,000 International Truck customers, drivers and influencers that we actively manage and engage with.**


23) 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?

- Navistar would have a dedicated Sales program written to the contract. It would have all terms specified in the contract with discount available. All orders will have an identity code – 10 NJP – this will make easier to identify program orders and run required reports from the internal systems. Sales programs are distributed to all International dealers.



24) 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.

- International products and services are not available through an e-procurement ordering process.

25) 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.



CUSTOMER SOLUTIONS
 EDUCATION FOR NAVISTAR® VEHICLES
 (INTERNATIONAL® TRUCK AND IC BUS) AND SYSTEMS

SERVICEMAXX
 POWER THE PERFORMANCE OF THE ENGINES
 THAT POWER YOUR BUSINESS.

SERVICEMAXX GIVES YOU DYNAMIC DIAGNOSTIC CAPABILITY, NOT ONLY CODES
 SERVICEMAXX DISPLAY ACTIVE AND INACTIVE DIAGNOSTIC TROUBLE CODES (DTC) AND
 OPENING DATA, BUT IT ALSO PERFORMS "ENGINE OFF" AND "ENGINE RUNNING" DIAGNOS-
 TIC TESTS. IT ALSO RECORDS SNAPSHOTS OF YOUR ENGINE, DISPLAYS VITAL INFORMATION
 AND SAVES MULTIPLE FILES. SERVICEMAXX PERFORMS TORQUE TROUBLESHOOTING
 BY PERFORMING CYLINDER CUTOFF TESTS AND INJECTOR DISABLE TESTS.

KEY FEATURES OF ONFOR
 MaxForce® electronically controlled engines have a wide range
 of full-scale diagnostic capabilities. ServicEMAXX is available in
 two versions depending upon your diagnostic needs:

SERVICEMAXX FLEET PRO – FPN (IC BUS)

- Installed from CD and updated via Internet connection
 (Internet connection not required during diagnosis)
- All future ServicEMAXX updates are provided as they are released
- Diagnoses include: Fault codes, signals, sensors,
 tests, snapshots
- All customer changeable parameters available
- An on-board history, such as PFI, remote throttle and axle ratio
 changes, recorded and saved for future upgrader/analysis

SERVICEMAXX FLEET – FPN (TRUCK)

- Installed from CD with no Internet connection needed
- Diagnoses include: Fault codes, signals, sensors,
 tests, snapshots
- Multiple customer parameter changes
- Limited software updates available after installation
- Limited in-field parameter changes that cannot be recorded in
 the database
- Best for smaller customers with limited engine features

MINIMUM SYSTEM REQUIREMENTS

- Jump 1.8.0, 16 version
- ServicEMAXX is installed and kept up to date via Java Web Start,
 which is part of the Java Runtime Environment (see Requirements
 Before Installing ServicEMAXX, you must have Java installed. If you
 don't have Java installed, you can install it from the file included on
 the disc.
- USB 4.0 USB

FEATURES

- Monitor diagnostic trouble codes, signals and parameters
- Log accumulator reporting
- Diagnoses for all MaxForce and International Electronic Engines

WHAT'S INCLUDED
 ServicEMAXX includes diagnostic software, installation instructions,
 user's manual and Web-based training information.




To order, or for further details, please contact your local International
 or IC File Dealer.

PRODUCTS SUPPORTED
 ServicEMAXX supports International, IC bus, Workforce and MaxForce.

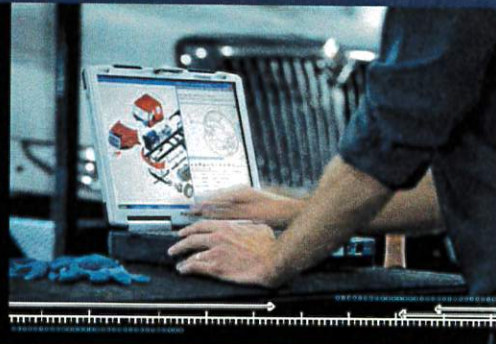
SCALE INFO
 The following OBD2/DIN communication adapters have been verified
 with all MaxForce Service Diagnostic Software:

- Maximatics – RM Link
- Beary Technologies – USB Link
- Beary Systems, Inc. – OLA
- Shafter Group Technologies – OPA 70, OPA 80

*Please refer to each manufacturer's Web site for further information

INFORMATION ACCESS
 SERVICE AND PARTS INFORMATION FOR INTERNATIONAL® TRUCKS,
 IC BUSES® AND MAXFORCE® ENGINES



► THE INDUSTRY'S BEST SOURCE FOR TECHNICAL SERVICE & PARTS INFORMATION
 AND TECHNICAL KNOWLEDGE FOR JOINT MAINTENANCE TEAMS

► COMPLETE VEHICLE DNA

25) 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.

enCommand.
Service Partner™

SERVICE PARTNER™
CONSISTENCY, EXPEDIENCE AND CONFIDENCE

The advertisement features a photograph of a man in a white shirt and tie talking to a man in a blue cap and work clothes. The background is dark blue with a faint circular logo.

enCommand.
Fleet Charge™

EBS®

KEEP YOUR FLEET UP
AND RUNNING 24 HOURS
A DAY/365 DAYS A YEAR

FROM YOUR LOCAL INTERNATIONAL TRUCK
AND BUS DEALER

PROGRAM FEATURES:

- Available nationwide 24/7
- Control of each breakdown according to your annual specifications
- Service at over 600 International Truck and IC Bus dealer locations and at more than 24,000 additional service providers
- No annual dues or enrollment fees; minimal administration fee per incident
- Available exclusively to Fleet Charge® program participants

PEACE OF MIND FOR YOU AND YOUR DRIVERS

BREAKDOWNS ARE INEVITABLE — WHETHER TIRES, FUEL OR MECHANICAL, BUT AN EMERGENCY DOESN'T NEED TO BE A DISASTER.

You can trust International Truck and IC Bus dealers to provide reliable parts and service, performed by professionally trained technicians at over 600 locations. Coverage starts and concludes being above you peace of mind as all breakdowns are billed through your Fleet Charge account.

With EBS®, every repair is managed to maximize quality and efficiency while controlling the related costs. EBS works for you with just a nominal per incident fee; there are no hidden costs, no annual fees, no additional commissions or markups.

26) Describe any technological advances that your proposed products or services offer.

- Cab design – air ride cab – 3 man cab
- Chassis construction and offering
- Diamond logic electrical system
- Visibility – line of sight
- Integral front frame extension
- FEPTO capability
- Set forward and set back axle positions
- Factory all wheel drive
- International or Cummins engine availability
- Largest dealer network in U.S.
- Largest parts support and PDC's network
- On Command Connection
- Silver Package availability

27) 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.

- Navistar Sustainability Report 2015 attached – Attachment # 4

28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

- Navistar 2017 Commercial plan attached – Attachment # 5

29) 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?

- Most dealers with local support and service
- Engines and transmissions build in U.S.
- Broad product offering
- OCC and Silver Package
- Industry leading Support
 - Parts Distribution Centers
 - Fleeer Charge
 - Service Partner

30) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

- Products and services could be available to NJPA member agencies in Canada but would have a different program due to duties and currency fluctuations.

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Dealer will carry the unit on their books for up to 30 days. Payment will take place prior to change in possession or upon arrival at the body company, unless buyer makes other arrangements with selling dealer.
- 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? There are muni leases and financing available through the selling dealer. Those arrangements need to be put together prior order going in the system.
- 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. The Selling International dealer would use the NJPA sales program to complete the specifications and pricing for approval of the buying organization. Once purchase order is received by the selling International dealer, the order is placed. Shortly after order being placed the order will get assigned an order and job number along with the full VIN number and estimated build date. It typically takes 120 days to build a unit, then additional 15-20 days to get the unit shipped to the dealer and or body company. International will provide all required reports to NJPA.
- 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? The P-Card typically takes an additional discount that the selling dealer would not be able to absorb. If the buying agency has an interest in using a P-card, that would need to be approved by the local dealer and the fee for the use of the card would have to be added to the sale price.

Warranty

- 5) Describe in detail your manufacture 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.
 - International Provides the “Silver Package” for NJPA members and it includes a 2 year subscription to online parts and service information including any service bulletin and all technical letters, plus the ability to see the health history report for each vehicle. All warranty work is to be performed by International Dealer. Copy of warranties are in the questions attachment of form A
 - Do your warranties cover all products, parts, and labor? International covers the warranty on the cab and chassis, for parts and labor as spelled out in the warranty attachments. International Dealer can perform warranty on components they are trained to work on, like a Cummins Engine or a Meritor Axle. Allison Transmissions would be the one exception where a dealer may not have the training and certification to repair, and unit may have to go to Allison distributor for repairs. Tires, wear items, Filters and Fluids are not covered under International warranty. Tire warranty would be handled through authorized Tire retailer.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? The vehicle needs to be operated in the application it was ordered for and in a safe manor without exceeding the spelled out weight limits on the chassis. The unit must be maintained as spelled out in the operators manual. In addition, engine, transmission and other key component suppliers may limit a warranty if the component is used in an unapproved manor or application. See attached detailed information
 - Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs? International Truck Warranty is performed at an authorized location by trained technicians using proper tools and parts. International does not cover travel time for the technician to travel to the customers shop.
 - 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? Our warranty for the US is based on the lower 48 states. Hawaii and Alaska can participate in the program, but special arrangements would have to be made with the dealer to service remote areas. Hawaii and Alaska would require additional freight that would be quoted by local dealer in those states.
 - 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? A commercial Truck chassis has 100’s of suppliers. The majority of those components are handled through our warranty system. There are some exceptions listed below:
 - Cummins Engine
 - Allison Transmission
 - Horton Fan Drives
 - National Seating
- See attached detailed list.
- What are your proposed exchange and return programs and policies? International does not have a refunds or exchange program or policy. If a truck is not built to order, we have a process in place to correct error prior to delivery of the vehicle. If a unit goes into service and is not performing or handling properly, International will get a field engineer engaged to resolve the issue, even if that entails extensive repairs.
 - 6) Describe any service contract options for the items included in your proposal.
 - International offers a wide variety of service contracts that are published as well as custom. Warranty can be added to the spec of the truck up front or purchased after the unit is built but not delivered.

Pricing, Delivery, Audits, and Administrative Fee

- 7) 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.) **NJPA Program will be spelled out in an internal dealer letter. See exhibit on right side of page. NJPA member can determine price of chassis by taking the chassis list minus percentage and arrive at transaction price. All units ordered under the NJPA program will have feature code "10NJP" so the order and delivery data can easily be sorted to find the NJPA units.**
- 8) 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. **Please see table to the right.**
- 9) 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).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **NJPA members purchasing 5 or more vehicles in one transaction, will get additional \$1200 per vehicle additional discount. NJPA members purchasing 20 or more vehicles in one transaction will get additional \$1500 per vehicle discount on top of the for 5 or more \$1200 for a total of \$2700.**

Model	Proposal #	List price including options	Discount	Transaction Price
4300 4X2	4727	\$ 99,643.00	31%	\$ 68,801.00
4400 4x2	4728	\$ 104,826.00	31%	\$ 72,220.00
7300 4x2	4725	\$ 98,335.00	31%	\$ 67,985.00
7400 4x2	4698	\$ 105,845.00	31%	\$ 72,671.00
7400 6x4 SBA	4729	\$ 121,084.00	32%	\$ 82,059.00
7400 6X4 SFA	4724	\$ 123,032.00	32%	\$ 83,275.00
7500 6X4 SBA	4726	\$ 129,250.00	33%	\$ 87,155.00
7500 6X4 SFA	4697	\$ 127,585.00	33%	\$ 86,116.00
7600 SFA	4700	\$ 188,878.00	47%	\$ 100,231.00
HX620 6X4	4723	\$ 221,281.00	47%	\$ 116,370.00

Pricing, Delivery, Audits, and Administrative Fee

- 11) 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. Goods Purchased outside of the assembly line process, can be added to an NJPA proposal with a 5% handling fee added to the price of the unit by the selling dealer. Dealer will provide buyer documentation to support the pricing. So if \$10,000 worth of equipment is added to a vehicle after built at local body company, the dealer would add \$500 for mark up plus the cost of the goods purchased. Additional equipment added at the factory Truck Specialty Center will be subject to the 5% markup, and will carry a 1 year warranty on the feature(s) added.
- 12) 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. The rebate to NJPA is not included in the pricing to the NJPA member. All other fees and expenses associated with selling a truck are included in the list price discount. Shipping to Alaska and Hawaii are not included in the examples.
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Within the lower 48 states, the chassis shipping is a flat fee regardless of where it gets shipped in the lower 48 states. That freight charge covers the shipping to the first location as spelled out on the factory order. Freight from body company to final destination are the responsibility of the NJPA buyer.
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. In most cases a unit going to Alaska or Hawaii has a body installed prior to departure. When the unit gets to the body company it is buyers responsibility to get the unit transported. We highly recommend that units going to Alaska or Hawaii be purchase in those respective states so they can help determine the best way to get the unit bodied up and shipped to final destination.
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. Our units are delivered through Truck Movers who operates as a 3PL provider that has contracts with several carriers that specialize in moving cab and chassis.
- 16) 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. All orders under the NJPA program must have feature code 10NJP. That allows us to track units ordered and built. The feature code will also drive the accrual to pay NJPA their rebate. All NJPA Sales will require selling dealer to send PO and all sales related documents to our corporate office in Lisle prior to invoicing the customer. The rebate to NJPA will be accrued at time of build and payed quarterly after the unit has been delivered and paid for. Included with the payment will be a detailed list of the units delivered to members.
- 17) 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.) NJPA will be paid \$2000 per unit for every new International Truck Model listed in our submission. The flat fee makes accruing, calculating and paying NJPA much easier. The NJPA rebate is not included in any of the dealer documents and is not part of the pricing.

Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to **chassis** strength, durability, and reliability, and that differentiate your offering in the marketplace.
- International Frames are made from 120,000 psi rails that are squared and huck bolted to prevent any loose structural components on the frame. Huck bolts have 4x the clamping force of traditional nuts and bolts. In addition we offer both set forward front axles and set back front axles. Set Forward front axles are optimum for snow plow set ups including integral front frame rails and Front Engine PTO Access below the radiator.
- International uses wide track front axles for maximum wheel cut along with dual steering gears on any axles above 14,600# up to 22,000#. Our axles are designed to provide equal wheel cut on each side.
- International uses Bendix and Wabco Brake system components, including optional roll stability and traction control features. On air brake chassis, drums are standard and disc are optional.
- International uses Diamond Logic Electrical System on the DuraStar and WorkStar models. Diamond Logic makes adding a PTO or any plow related features easy to configure without having to tap into the main wiring system of the truck. The DOT walk around feature along with bed up and brake related alarms add piece of mind the operator and the fleet manager.
- International cabs used on the DuraStar and WorkStar are 3 man cabs with optional extended (26") and crew cabs to provide the flexibility to carry additional crew members or gear without having to send out an additional vehicle. The bonded windshield provides extra strength to the galvaneel welded and dipped cab that resist corrosion while providing a quiet and safe operating environment for the driver. Air Ride Cab is standard on the WorkStar and HX models.
- Chassis "huck bolts" are standard on all International chassis
- International offers 6 Engine Offerings
 - Cummins ISB 6.7L
 - Cummins ISL 8.9L
 - International N-9 9.3L
 - International N-10 9.3L
 - International N-13 12.5L
 - Cummins ISX 14.9L
- International uses Cummins Emission System after-treatment and Emissions on all engine offerings
- International offers Manual, Automated Manual, and Automatic Transmissions in our products.
- International Uses Dana, Meritor and Navistar Select Axles
- International uses parabolic, and multileaf front suspensions and International, Hendrickson and Chalmers rear suspensions
- International offers many chassis packing options to accommodate many types of truck bodies. Please refer to international body builder website for details.
- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **cab** strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.
- All cabs are manufactured in a dedicated facility in a robotic controlled environment to automotive tolerances. All cabs meet federal safety requirements.
- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."
 - On Command Connection provides remote diagnostics and programming
- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.
- Can be provided upon request.
- 22) As a percentage of your total units sold over the past three years, what portion are day cabs?
 - 65.8% of total units are day cab
- 23) What is your parts order fill rate?
 - 96%
- 24) What is your US market share? Canadian share (if any)?
 - Total market share US – 15.9%



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		



www.njpacoop.org

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

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.



Form B

PROPOSER INFORMATION

Company Name: NAVISTAR, INC.
Address: 2701 NAVISTAR DRIVE
City/State/Zip: LISLE, IL 60532
Phone: 331 332 5000 Fax: 630-753-7519
Toll-Free Number: 800-448-7825 E-mail: —
Website Address: http://www.navistar.com

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: MARTIN WHITE
Email: martin.white@navistar.com Phone: 331 332 2370

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: MARTIN WHITE Title: DIRECTOR VOCATIONAL SALES
Email: martin.white@navistar.com Phone: 331 332 2370

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

Name: MARTIN WHITE Title: DIRECTOR VOCATIONAL SALES
Email: martin.white@navistar.com Phone: 331 332 2370

Other important contact information

Name: Bob Mann Title: V.P. DEALER SALES
Email: bob.l.mann@navistar.com Phone: 331 332 2070

Name: _____ Title: _____
Email: _____ Phone: _____

Form C

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



Company Name: NAMSTAR, INC.

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

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

Proposer's Signature: Mark White

Date: 08/30/16

NJPA's clarification on exceptions listed above:



Form P



PROPOSER QUESTIONNAIRE

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

Contract Award
RFP #081716

FORM D



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

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, 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: NAVISTAR, INC Date: 08/30/16
Company Address: 2701 NAVISTAR DRIVE
City: LISLE State: ILLINOIS Zip: 60532
Contact Person: MARTIN WHITE Title: DIRECTOR VOCATIONAL SALES
Authorized Signature: *Martin White*
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 081716-NVS

Proposer's full legal name: Navistar, Inc.

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

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (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:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-NVS

Vendor Authorized Signatures:

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

Vendor Name NAVISTAR, INC

Authorized Signatory's Title DIRECTOR VOCATIONAL SALES

Martin White
VENDOR AUTHORIZED SIGNATURE

MARTIN WHITE
(NAME PRINTED OR TYPED)

Executed on 11/18, 2016

NJPA Contract # 081716-NVS

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: NAVISTAR, INC
Address: 2701 NAVISTAR DRIVE
City/State/Zip: HISLE, IL. 60532
Telephone Number: 331 332 2370
E-mail Address: martin.white@navistar.com
Authorized Signature: *Martin White*
Authorized Name (printed): MARTIN WHITE
Title: DIRECTOR VOCATIONAL SALES
Date: 08/30/16

Notarized

Subscribed and sworn to before me this 30th day of AUGUST, 20 16
Notary Public in and for the County of DUPAGE State of ILLINOIS
My commission expires: 11-8-2018
Signature: *Carol S. Menditto*





Form G
Class 6, 7, and 8 Chassis with Related Equipment, Accessories, and Services

	Possible Points	Autocar, LLC	Bayshore Ford Truck Sales, Inc.	Birmingham Freightliner, LLC	Hiab USA Inc	I-State Truck, Inc	Kenworth Truck Company	Long Lewis Western Star	Los Angeles Truck Centers	National Auto Fleet Group	Navistar, Inc.	Palmer Trucks, Inc	Peterbilt Motors Company	RWC International, LTD	Volvo Group North America
Conformance to Terms/ Conditions to Include Documentation	50	38	38	34		36	43	32	34	39	40	40	41	35	43
Pricing	400	306	276	255		285	339	242	269	331	328	306	325	281	336
Financial, Industry and Marketplace Successes	75	58	42	44		45	61	43	47	59	62	52	62	47	61
Bidder's Ability to Sell/ Service Contract Nationally	100	83	43	44		45	88	41	44	77	88	49	87	52	88
Bidder's Marketing Plan	50	40	30	30		30	40	27	32	40	41	36	32	37	43
Value Added Attributes	75	59	42	41		44	59	44	41	61	59	52	59	48	62
Warranty Coverages and Information	50	43	41	37		39	46	39	37	41	45	41	43	41	45
Selection and Variety of Products and Services Offered	200	156	121	124		132	170	111	127	179	165	127	159	121	151
Total Points	1,000	782	633	610		656	845	579	632	826	827	702	809	661	829
Rank Order		6	10	12		9	1	13	11	4	3	7	5	8	2

Ginger Line, CPPB, NJPA

Jonathan Yahn, JD, NJPA

Chris Robinson, JD, NJPA

Gregg Mejerhofer, CPPO, NJPA

Keith Hanson, CPA, NJPA

Kim Austin, NJPA



www.njpacoop.org

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

Proposal Opening Witness

Date of opening: September 1, 2016

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #081716 for the procurement of CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

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

Responses were received from the following:

72 Hour LLC dba National Auto Fleet Group – received 8/31/16 at 1:28pm

Proposer deemed responsive

Autocar, LLC/Autocar Industries, LLC – received 8/30/16 at 11:53am

Proposer deemed responsive

Bayshore Ford Truck Sales, Inc. – received 8/17/16 at 1:39pm

Proposer deemed responsive

Addendum #1 and #2 – not provided

Birmingham Freightliner, LLC – received 8/29/16 at 11:56am

Proposer deemed responsive

Form D – not provided

Certificate of insurance – not provided

Electronic copy – not provided

Hiab USA Inc. – received 8/17/16 at 11:48am

Proposer deemed responsive

Addendum #2 – not provided

I-State Truck, Inc. – received 8/31/16 at 11:54am

Proposer deemed responsive

Kenworth Truck Company, Division of PACCAR, Inc. – received 8/31/16 at 10:45am

Proposer deemed responsive

Long Lewis Western Star – received 8/30/16 at 11:45am

Proposer deemed responsive

Addendum #2 – not provided

Los Angeles Truck Centers – received 8/17/16 at 11:43am

Proposer deemed responsive

Form D – not provided

Form F – not provided

Navistar, Inc – received 8/31/16 at 11:54am

Proposer deemed responsive

Palmer Trucks, Inc. – received 8/31/16 at 11:55am

Proposer deemed responsive

Addendum #1 and #2 – not provided



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Peterbilt Motors Company – received 8/31/16 at 4:01pm

Proposer deemed responsive

RWC International, LTD – received 8/31/16 at 11:55am

Proposer deemed responsive

Volvo Group North America, LLC – received 8/30/16 at 11:45am


Proposer deemed responsive

Level-One responsive proposers with any missing documentation must provide it within a reasonable period in order to remain responsive.

WITNESSES:

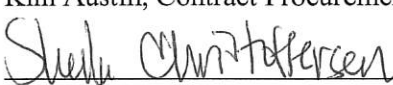

Jonathan Yahn, Contracts and Compliance Manager, NJPA


Chris Robinson, Contracts and Compliance Lead Analyst, NJPA


Ginger Line, CPPB, Sr. Contract Procurement Analyst, NJPA


Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA


Kim Austin, Contract Procurement Analyst, NJPA


Sheila Christoffersen, Procurement Support Specialist, NJPA



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P.O. Box 219
Staples, MN 56479

Proposal Opening Witness Sign-In Sheet

Date of opening: September 1, 2016

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #081716 for the procurement of CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES by NJPA and NJPA Members.

<u>Print Name</u>	<u>Sign Name</u>	<u>Organization</u>
Jesse Cochet		National Auto Fleet Group
Sheila Christoffersen		NJPA
JONATHAN YAHN		NJPA
GREGG MEIERHOFFER		NJPA
Andy Hanson		Volvo Group
Tom Penttwa		NJPA
Chris Robinson		NJPA
Mark Flapp		NJPA
Kim Austin		NJPA
Ginger Line		NJPA



COMMENT AND REVIEW

To the
 REQUEST FOR PROPOSAL (RFP) #081716
 Entitled

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on June 22, 2016, in South Carolina's *The State* on June 21, 2016, in Utah's *The Salt Lake Tribune* on June 21, 2016, in *USA Today* on June 22, 2016, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #081716 CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES . Details of this RFP are available beginning June 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until August 17, 2016 at 4:30 p.m. Central Time at the above address and opened August 18, 2016 at 8:00 a.m. Central Time.

RFPs were requested from and distributed to:

18 Rig Parts dba Dyco Industries	Landmark Trucks, LLC
806 Technologies, Inc.	LDV Inc.
A&K Equipment Co. Inc.	Long Lewis Western Star
Alden Equipment, Inc.	Los Angeles Truck Centers
Allstate Peterbilt Group	Mack Trucks
American Road Machinery	Metal Pless
Autocar, LLC	Metzger Gear Inc.
Birmingham Freightliner, LLC	Mid-Atlantic Truck Centre
Boerner	Modern Enterprise Solutions Inc.
Bonnell Industries Inc.	Multihog
Bortek Industries, Inc.	National Auto Fleet Group
Brattain International Trucks-Portland	Navistar, Inc.
Cobalt Truck Equipment	North American Procurement Council
Construction Journal	PACCAR
Corpus Christi Freightliner	Palmer Trucks Inc.
Craneworks Southwest, Inc.	Peach State
CTE	Peterbilt Motors Company
DECKED	Professional Maintenance
Eastern Lift Truck Co., Inc.	Putnam Radiator
Elliott Equipment Company	Roberto Gonzalez

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FL Research	Rush Enterprises
Forerunner Technologies, Inc.	Rush Trucks
Freightliner Trucks	State of Delaware
General Truck Sales & Service Inc.	State of Rhode Island
Goodyear Tire & Rubber Company	Structural Metal Fabricators Inc.
Gulf Coast Truck and Equipment	Sweeten Truck Center, LC
Harbor Truck Sales And Service, Inc. dba Baltimore Freightliner	Swenson Spreader LLC
HDA Truck Pride	TEC Equipment
Henderson	The Pete Store
Hiab USA, Inc.	Time Manufacturing Company
Hino Trucks	TMI Truck and Equipment
HIPPO Multipower	Trout River Industries
Hughes Motors, Inc.	U.S. Machinery LLC
Husky Trucks, LLC	Ventech LLC
IMT (Iowa Mold Tooling Co., Inc.)	Veterans Truck Equipment
InterClean Equipment	Volvo Group North America
I-State Truck, Inc.	Wayne Engineering
Kenworth Truck Company, Division of PACCAR, Inc.	

On August 9, 2016, NJPA issued Addendum Two to the Request for Proposal that extended the proposal submission deadline until August 31, 2016 at 4:30 p.m. CT. A copy of Addendum Two was emailed to all who requested the RFP.

Proposals were opened on September 1, 2016 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

- 72 Hour LLC dba National Auto Fleet Group
- Autocar, LLC
- Bayshore Ford Truck Sales, Inc.
- Birmingham Freightliner, LLC
- Hiab USA Inc.
- I-State Truck, Inc.
- Kenworth Truck Company
- Long Lewis Western Star
- Los Angeles Truck Centers
- Navistar, Inc
- Palmer Trucks, Inc.
- Peterbilt Motors Company
- RWC International, LTD
- Volvo Group North America

Proposals were reviewed by the Proposal Evaluation Committee:

- Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst
- Gregg Meierhofer, CPPO, NJPA Senior Contract Products and Price Analyst
- Keith Hanson, CPA, NJPA Accounting Manager
- Jonathan Yahn, JD, NJPA Contracts and Compliance Manager

Kim Austin, NJPA Contract Procurement Analyst
Chris Robinson, JD, NJPA Lead Analyst

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

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses were Level One responsive. Hiab USA Inc., was determined to be Level Two non-responsive because all equipment encompassed by the Hiab USA Inc. response falls outside of the defined scope of the Request for Proposal. All other proposal responses met Level-Two responsiveness and were evaluated.

Autocar, LLC offers custom-engineered, American manufactured Class 7 and 8 cabover chassis with a wide array of options. They have a strong network of service dealers in North America, with an adequate number of sales locations. Autocar, LLC's pricing proposal is clear, concise, and represents a significant discount off of MSRP pricing.

Kenworth Truck Company offers durable truck chassis in Classes 6, 7 and 8, with an impressive dealer network across North America. Kenworth Truck Company's chassis are available with many technological advances for safety, fuel economy, and repair diagnostics. Replacement parts and maintenance items are available with an exceptional parts fill rate. Kenworth Truck Company's offered pricing is well-articulated and provides a range of substantial discounts off of MSRP pricing to NJPA members.

72 Hour, LLC, dba National Auto Fleet Group, is a national dealer network representing numerous truck chassis manufacturers with a demonstrated ability to provide exceptional service to NJPA members across North America. National Auto Fleet Group offers a robust website presence that will allow Members access to truck chassis design, pricing, and ordering on a 24 hour a day, 7 day a week basis. Their impressively competitive pricing represents a strong value to NJPA members.

Navistar, Inc., has an impressive network of 328 dealers with 720 locations providing sales, parts and service. Truck chassis options range from medium to severe duty, and offer innovative remote maintenance diagnostics with telematics integration. Navistar's pricing model offers substantial discounts off of MSRP pricing, with a clear description of available specifications and options.

Peterbilt Motors Company includes truck chassis alternatives in Class 6, 7 and 8, with sales through 60 independent dealer groups and 333 dealer locations across North America. Service diagnostics are available at dealer locations on an expedited basis, and remote diagnostics provide real-time data and notifications on a web-based system. The Peterbilt Motors Company parts order fill rates are exceptional and pricing is in the competitive range.

Volvo Group North America offers Class 8 chassis featuring exceptional safety, comfort and environmental innovations. The chassis come equipped with a remote diagnostics system for enhanced serviceability and maintenance. They also offer a variety of warranty and service contract options. Volvo Group North America's dealer network and authorized parts outlets cover all 50 states and 9 provinces and are staffed by over 5,000 service technicians. Payment terms are favorable and pricing represents a considerable discount off of MSRP.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #081716 to:

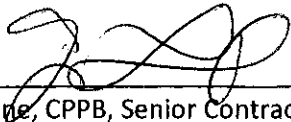
Autocar, LLC	081716-ATC
Kenworth Truck Company	081716-KTC
National Auto Fleet Group	081716-NAF
Navistar, Inc.	081716-NVS

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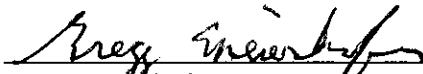
Peterbilt Motors Company
Volvo Group North America

081716-PMC
081716-VCE

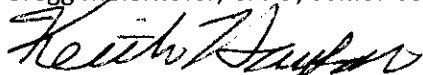
The preceding recommendations were approved on November 15, 2016.



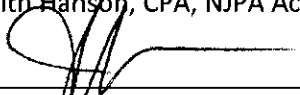
Ginger Line, CPPB, Senior Contract Procurement Analyst



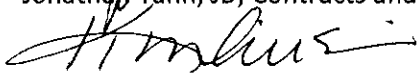
Gregg Meferhofer, CPPO, Senior Contract Product & Price Analyst



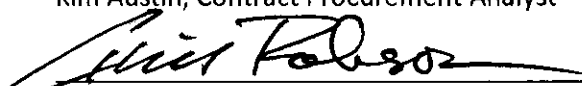
Keith Hanson, CPA, NJPA Accounting Manager



Jonathan Yahn, JD, Contracts and Compliance Manager



Kim Austin, Contract Procurement Analyst



Chris Robinson, JD, Lead Analyst

Pricing, Delivery, Audits, and Administrative Fee

- 7) 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.) **NJPA Program will be spelled out in an internal dealer letter. See exhibit on right side of page. NJPA member can determine price of chassis by taking the chassis list minus percentage and arrive at transaction price. All units ordered under the NJPA program will have feature code "10NJP" so the order and delivery data can easily be sorted to find the NJPA units.**
- 8) 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. **Please see table to the right.**
- 9) The pricing offered in this proposal is
 - X** 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).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **NJPA members purchasing 5 or more vehicles in one transaction, will get additional \$1200 per vehicle additional discount. NJPA members purchasing 20 or more vehicles in one transaction will get additional \$1500 per vehicle discount on top of the for 5 or more \$1200 for a total of \$2700.**

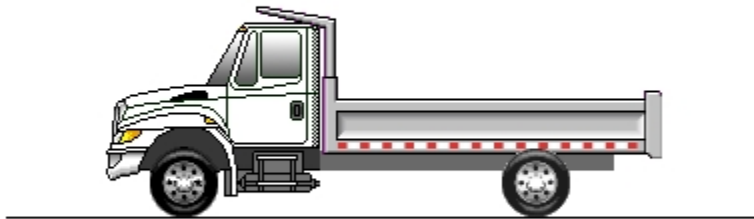
Model	Proposal #	List price including options	Discount	Transaction Price
4300 4x2	4727	\$ 99,643.00	31%	\$ 68,801.00
4400 4x2	4728	\$ 104,826.00	31%	\$ 72,220.00
7300 4x2	4725	\$ 98,335.00	31%	\$ 67,985.00
7400 4x2	4698	\$ 105,845.00	31%	\$ 72,671.00
7400 6x4 SBA	4729	\$ 121,084.00	32%	\$ 82,059.00
7400 6X4 SFA	4724	\$ 123,032.00	32%	\$ 83,275.00
7500 6X4 SBA	4726	\$ 129,250.00	33%	\$ 87,155.00
7500 6X4 SFA	4697	\$ 127,585.00	33%	\$ 86,116.00
7600 SFA	4700	\$ 188,878.00	47%	\$ 100,231.00
HX620 6X4	4723	\$ 221,281.00	47%	\$ 116,370.00

Prepared For:
NJPA
Tom Perttula
202 12th St. NE
Staples, MN 56479-2438
(218)895 - 4115
Reference ID: N/A

Presented By:
INT'L TRK & ENGINE CORP
Martin White
900 S HIGHWAY DR STE 103
FENTON MO 63026 -
(636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

NJPA 2016



Model Profile **2017 4400 SBA 4X2 (MA035)**

APPLICATION: Landscape Dump
MISSION: Requested GVWR: 35000. Calc. GVWR: 32000
Calc. Start / Grade Ability: 40.00% / 2.84% @ 55 MPH
Calc. Geared Speed: 74.0 MPH

DIMENSION: Wheelbase: 175.00, CA: 107.90, Axle to Frame: 39.00

ENGINE, DIESEL: {Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)

TRANSMISSION, MANUAL: {Fuller FR-9210B} 10-Speed Manual; With Air Shift

CLUTCH: {Eaton Fuller SAS1402} Two-Plate, Stamped Angle Spring; Ceramic, 14" Diameter, 7+1 Low Rate Damper, With 1.75" Spline, Mechanical Pull Type Control and With Kwik-Adjust(Manual) Feature 860 lb-ft Torque Capacity

AXLE, FRONT NON-DRIVING: {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE: {Meritor RS-21-160} Single Reduction, 20,000-lb Capacity, 200 Wheel Ends Gear Ratio: 3.58

CAB: Conventional

TIRE, FRONT: (2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

TIRE, REAR: (4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

SUSPENSION, RR, SPRING, SINGLE: Vari-Rate; 23,500-lb Capacity

PAINT: Cab schematic 100GA
Location 1: 9219, Winter White (Std)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
MA03500	Base Chassis, Model 4400 SBA 4X2 with 175.00 Wheelbase, 107.90 CA, and 39.00 Axle to Frame.	\$91,249.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$73.00
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	\$852.00
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	\$0.00
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	\$0.00
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	\$205.00
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	\$67.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 <u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	(\$339.00)
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 Sqn Long Stroke Brake Chambers	\$0.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	\$30.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$1,357.00

**ARLINGTON COUNTY, VIRGINIA
RIDER AGREEMENT NO. 17-232-R
ATTACHMENT B
Vehicle Specifications
2017 4400 SBA 4X2 (MA035)**

INTERNATIONAL®

August 30, 2016

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4EBT	AIR DRYER {Bendix AD-IP} With Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	\$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	\$0.00
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	\$69.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	\$70.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	\$288.00
5708	STEERING COLUMN Tilting	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	\$0.00
5PSM	STEERING GEAR {Sheppard HD94} Power	\$110.00
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	\$64.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	\$0.00
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	\$100.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$68.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	\$94.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$26.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$70.00
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	\$147.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	\$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	\$48.00
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium	
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	\$0.00
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$99.00
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	\$461.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$25.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	\$167.00
9HBM	GRILLE Stationary, Chrome	\$99.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GA"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10UAD	VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
10WCY	SAFETY TRIANGLES	\$29.00
11LEY	CLUTCH {Eaton Fuller SAS1402} Two-Plate, Stamped Angle Spring; Ceramic, 14" Diameter, 7+1 Low Rate Damper, With 1.75" Spline, Mechanical Pull Type Control and With Kwik-Adjust(Manual) Feature 860 lb-ft Torque Capacity <u>Includes</u> : CLUTCH RELEASE BEARING Greasable	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12NWK	ENGINE, DIESEL {Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX) <u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	\$0.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon <u>Notes</u> : Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.	\$0.00
12UAV	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, With 373 SqIn CAC	\$0.00
12UPA	FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016	\$350.00
12VBR	AIR CLEANER With Service Protection Element <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	\$0.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxFace and Navistar post 2007 Emissions Electronic Engines	\$45.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	\$0.00
13GJT	TRANSMISSION, MANUAL {Fuller FR-9210B} 10-Speed Manual; With Air Shift <u>Includes</u>	\$374.00

**ARLINGTON COUNTY, VIRGINIA
RIDER AGREEMENT NO. 17-232-R
ATTACHMENT B
Vehicle Specifications
2017 4400 SBA 4X2 (MA035)**

INTERNATIONAL®

August 30, 2016

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC	
13XAJ	PTO LOCATION Dual, Right Side and Rear of Transmission	\$0.00
14ATY	AXLE, REAR, SINGLE {Meritor RS-21-160} Single Reduction, 20,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 3.58 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle	\$1,221.00
14SAN	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	\$5.00
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	\$123.00
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	\$242.00
15WCN	DEF TANK 5 U.S. Gal. Capacity; Frame Mounted Outside Left Rail, Under Cab	\$89.00
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	\$0.00
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	\$0.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16HLJ	GAUGE, DEF FLUID LEVEL	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust <u>Includes</u>	\$116.00

**ARLINGTON COUNTY, VIRGINIA
RIDER AGREEMENT NO. 17-232-R
ATTACHMENT B
Vehicle Specifications
2017 4400 SBA 4X2 (MA035)**

INTERNATIONAL®

August 30, 2016

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Clearance Lights LED, Bright Finish Heads & Brackets, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing	\$620.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	\$368.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	\$923.00
	<u>Includes</u>	
	: HEATER HOSES Premium	
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps	
	: REFRIGERANT Hydrofluorocarbon HFC-134A	
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	\$0.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WKY	HVAC FRESH AIR FILTER	\$14.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	\$25.00
16WRX	CAB INTERIOR TRIM Deluxe	\$0.00
	<u>Includes</u>	
	: "A" PILLAR COVER Molded Plastic	
	: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering	
	: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket	
	: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors	
	: FLOOR COVERING Rubber, Black	
	: HEADLINER Soft Padded Cloth	
	: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section	
	: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door	
	: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	(\$37.00)
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	(\$58.00)
29598	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals	\$59.00
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	\$48.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	\$218.00
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	\$436.00
Total of Product Features		\$104,826.00
Cab schematic 100GA Location 1: 9219, Winter White (Std)		
Chassis schematic N/A		
Services Section:		
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	\$0.00
Total of Service Features		\$0.00
Total List Price Including Options:		\$104,826.00