



City of Rochester Hills
Request for Proposals
Combination Sewer Truck(s), Parts, Accessories,
Supplies, Related Services and Related Equipment
RFP-RH-15-034

The City of Rochester Hills, on behalf of themselves and the City of Farmington Hills, is accepting proposals from qualified and experienced vendors to provide **COMBINATION SEWER TRUCK(S), PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES, AND RELATED EQUIPMENT**. Sealed proposals will be received by the City of Rochester Hills, at the **Purchasing Division/Fiscal Team, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until EXACTLY 3:00 p.m. local time, on Thursday, December 18, 2015** at which time and place the names of proposers will be publicly read aloud.

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on **Thursday, November 12, 2015 at 10:00 a.m. EST, at the City of Rochester Hills, City Hall Auditorium (Lower Level), 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.**

The City of Rochester Hills officially distributes Request for Proposal (RFP) documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Vendors are encouraged to register as a vendor at the MITN website to ensure they receive addendum information, if such information is issued. To do business with the City and become a registered vendor visit the City's website at www.rochesterhills.org, click on City Government, Departments, Purchasing, Bid Opportunities and link to MITN website.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Lisa Cummins, CPPB
Purchasing Manager
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

All proposals **SEVEN TOTAL COPIES** (one (1) original, six (6) copies and two (2) electronic copies) must be submitted in a Sealed Envelope marked **"RFP – COMBINATION SEWER TRUCK(S), PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT."**

INTRODUCTION/BACKGROUND

1. OVERVIEW

The City of Rochester Hills (on behalf of themselves and the City of Farmington Hills collectively known as the “City” or “Cities”) is requesting proposals from qualified and experienced firms to provide **COMBINATION SEWER TRUCK(S), PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND RELATED EQUIPMENT**. The Cities require a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental. The City of Rochester Hills is acting as the Principal Procurement Agency, on behalf of the National Intergovernmental Purchasing Alliance Company (National IPA) (see Attachment A for National Contract requirements), to create a nationwide Master Agreement for the purchase of sewer cleaning equipment with related parts, accessories, and supplies. The term of the agreement will be for a three (3) year period with two (2) one (1) year options to renew.

Requirements and qualifications are defined in detail in the specifications and scope of work sections in this Request for Proposal. The Cities seek a firm that can provide the specified equipment, parts and warranty services.

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Price and Resources, Qualifications, Method of Approach. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the Cities at this conference. The Cities will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed to:

Lisa Cummins, CPPB
Purchasing Manager
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2537
cumminsl@rochesterhills.org

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the Cities are seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer’s approach meets the desired requirements and needs of the Cities. The criteria that will be used and considered in evaluation for

award are set forth in this document. The Cities reserve the right to award multiple contracts for the same or similar item(s).

2. SUBMITTAL GUIDELINES

- a. Submit one (1) original, six (6) copies and two (2) electronic copies;
- b. It is the proposer's responsibility to clearly identify and to describe the products/equipment and services being offered in response to this solicitation;
- c. The solicitation forms must be completed legibly and in their entirety;
- d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
- e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
- f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required.
- g. Faxed and or emailed proposals WILL NOT be accepted.

3. NATIONAL CONTRACT REQUIREMENTS

The City of Rochester Hills, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over \$60 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Combination Sewer Trucks, Parts, Accessories, Supplies and Related Services purchased under the Master Agreement through National IPA is approximately \$25 million. This projection is based on the current annual volumes among the City of Rochester Hills, City of Farmington Hills, and other Participating Public

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

4. **TERM**

The term of the agreement will be for a three (3) year period with two (2) one (1) year options to renew. Orders for products and services, including maintenance agreements, executed prior to the expiration of the contract may extend beyond this term, subject to the agreement of the Participating Agency and the awarded Supplier.

5. **ADDENDA TO REQUEST FOR PROPOSALS DOCUMENTS**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Lisa Cummins, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Lisa Cummins, CPPB
City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Telephone: (248) 841-2537 Fax: (248) 608-8178
Email: cumminsl@rochesterhills.org

The Cities reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The Principal Procurement Agency reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the Cities from conducting discussions with proposers after the proposal opening.

6. **PRICING**

The subsequent contract will require a discount from the verifiable price index identified in submittal. Prices/discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Upon written receipt from the awarded contractor to the Principal Procurement Agency of documented materials and/or labor price increases impacting contractor's cost for such items, the City may approve an escalation in the price for a current or revised specific contract term. If the proposer is submitting an escalation clause in their proposal, it shall be so indicated with specifics of the clause with the proposer's submittal.

Award will be determined in part by applying proposer's discount to the prices listed on their manufacturer's price lists or retail price sheets. Proposers must clearly mark the item and column to which the discount is applied for each item proposed. The evaluation team must be able to verify each proposer's price by applying the discount to manufacturer's list price.

For price comparison purposes to determine which proposer(s) has the best pricing, sample truck configuration(s) will be used to determine the actual net price that a Participating Public Agency will pay. Specifications of actual trucks ordered by Participating Public Agencies will vary.

7. PRICES AND PRICE ADJUSTMENT

Prices/discounts shall be F.O.B. destination freight pre-paid and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the twelve (12) month period following contract award.

For renewal purposes, or, contract continuation purposes, the awarded contractor may submit a new price list no less than two weeks prior to the contract anniversary date (every twelve (12) months) for consideration by the Principal Procurement Agency . Pricing shall remain firm for the subsequent twelve (12) month period. The Principal Procurement Agency reserves the right to cancel this agreement with a thirty (30) day written notice should changes in price be unacceptable.

It is the vendor's responsibility to provide all Participating Public Agencies with an up-to-date price list for the duration of this contract.

Prices will be discounted from the manufacturer's most current price list on file with the Principal Procurement Agency. Copies of relevant pricing lists must be included in the proposal. Failure to do so may be cause for disqualification of the proposal.

8. VOLUME PURCHASE DISCOUNTS

Participating Public Agencies may from time to time have the need for a large individual purchase, warranting special pricing. Proposals should identify thresholds for large individual purchases where additional discounts may apply.

SCOPE OF SERVICES

GENERAL REQUIREMENTS

1. PROPOSER QUALIFICATIONS

All vendors interested in participating in the selection process must meet, or exceed when applicable, the following requirements and provide verification and/or validity of compliance in the proposal response. The Cities reserves the right to require any verification deemed appropriate to ensure the proposer's qualifications to deliver a sewer combination truck as described herein.

- a. Be an authorized distributor or manufacturer.
- b. Have a strong national presence in the sewer cleaning equipment industry.
- c. Have a distribution model capable of delivering products nationwide.
- d. Have a demonstrated sales presence.

- e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- f. Be able to provide the full comprehensive range of equipment and services/balance of line for combination sewer trucks, parts, accessories, supplies, related services and related equipment. The Cities reserves the right to accept or reject any or all balance of line items offered.

2. WAREHOUSING, DISTRIBUTION, AND SALES FACILITY

The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each proposer is required to provide proof of an extensive distribution system.

3. DELIVERY/TRAINING

To insure proper break-in of all components while still under warranty, combination sewer truck shall be delivered under its own power – rail or freight truck is not acceptable. A qualified delivery engineer, employed by the manufacturer shall deliver (FOB as stated herein) the truck and remain at the City(s) for a minimum of two (2) working days where he/she shall instruct DPS and Fleet personnel in proper use, safety, operation, care and maintenance of the equipment delivered for a minimum of sixteen (16) working hours at no expense to the Cities.

4. DELIVERY SCHEDULE

Since delivery schedules proposed are important in the award, the delivery schedules that are submitted by the proposers shall automatically become binding upon the successful proposer. Delivery delays due to component supply problems or chassis delivery problems to the manufacturer shall not penalize either the dealer or the manufacturer. Delivery must be within a maximum of six [6] months from the date of the order.

5. VEHICLE INSPECTION

Each vehicle delivered shall be subject to a complete inspection by the Cities' Department of Public Services prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered vehicle is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

6. MANUALS

For each order, the awarded contractor shall furnish the following manuals during delivery of the vehicles in the following quantity and formats. On-line or compact disc (CD) format preferred.

1. Chassis owners/operators manual(s).
2. Chassis "line (build) sheet".
3. Chassis factory shop service manual(s).
4. Chassis engine shop repair manuals(s).
5. Auxiliary engine shop service manual(s), if equipped.
6. Module and sewer equipment owners/operators manual(s).
7. Module electrical schematic NEMA 4 module wiring diagram(s).
8. Sewer cleaning equipment factory parts manual(s).

9. Two (2) complete operational manuals and parts manuals for the finished combination sewer truck including chassis, cab, wiring and piping will be provided to each community.
10. One (1) complete set of shop repair manuals to provide Cities mechanics adequate information to perform major and minor repairs (one manual for each major component i.e., engine, transmission, rear axle, transfer case, hydraulic, electrical wiring diagram) shall be provided to each community.

6. CONTRACT INFORMATION

All proposers are held to proposal prices for 180 days or award, whichever comes first, except for the successful proposer whose discounts and prices are to remain firm for a one (1) year period from date of award. Payment shall be made upon inspection and acceptance of the vehicle(s) and equipment specified under these specifications.

7. TESTING AND PRODUCT DEMONSTRATION

This information is only provided to assist vendors in understanding the nature, scope and procedures of testing, if required by the City's.

City DPS personnel and fleet technicians may test/review the proposed equipment to determine:

1. Ease of repair
2. Accessibility of key components
3. Type of components used
4. Quality of components used
5. Compatibility with existing tooling and equipment
6. Normal field operations

9. CATALOGS

Contractor shall provide, at no cost, copies of catalogs and/or price lists to Participating Public Agencies.

10. SCOPE OF WORK

It is the intent of these specifications to cover the furnishing, delivery, training, warranty, and related services of a complete line offering of sewer cleaning equipment with related parts, accessories, and supplies. With a view to obtaining the best results and the most acceptable equipment for service in the Cities' Department of Public Service, these specifications only cover the general requirements as to the type of equipment with which the successful proposer must conform. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the Cities.

Any optional components, which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from these specifications does not relieve the awarded contractor from furnishing a complete unit. The engineering, materials and workmanship associated with the effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

Proposers shall supply the Cities with comprehensive repair and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the Cities in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment.

11. COMPLIANCE/RESPONSE WITH GENERAL REQUIREMENTS

This section provides specific general requirements necessary to assist interested proposers in understanding the scope of the project and thus provide a thorough response to this document. Proposers must show in detail their ability to provide equipment which meets and/or exceeds the listed criteria. All specifications and requirements listed must be furnished at the time of delivery by the successful proposer.

Each proposal shall be accompanied by a standard set of “Contractor Specifications” consisting of detailed description of the combination sewer truck proposed and to which the combination sewer truck furnished under this contract must conform. Computer run-off sheets are not acceptable as descriptive literature. These specifications shall indicate size, type, model and make of all component parts and equipment. Factory engineering drawings representing the truck proposed shall be supplied with proposals. Failure to submit these drawings with proposal could result in rejection of the proposal.

Proposers must carry adequate insurance (as required herein) to cover any damage to the unit which may occur prior to delivery and acceptance of the sewer combination truck by the Cities.

All proposers shall consent to submission to the jurisdiction of the State of Michigan courts for purpose of any litigation arising from the specifications and contract documents, including but not limited to claims for property damage, warranty and breach of contract. The specifications, proposals and contract documents shall be construed under Michigan laws.

12. ALTERNATIVES TO SPECIFICATIONS

All proposers will provide on a separate page titled “ALTERNATIVES TO SPECIFICATIONS” any exceptions to specifications they propose for the City’s approval. These alternatives will be clearly worded and supported by sufficient literature, engineering data, photos and other reference information as required for the City’s full review of alternative requested. All alternatives will identify the paragraph and page number of these specifications that these said alternatives pertains.

Alternatives to the specifications will be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page entitled “ALTERNATIVES TO SPECIFICATIONS”. Alternatives list will refer to specification page number and paragraph. Proposals taking exception will be reviewed and evaluated based on the best interest of the Cities. Failure to list any alternative means the proposer is complying 100% to the specifications.

PRODUCT REQUIREMENTS

1. PRODUCTS

The products to be included in this solicitation are as follows:

- a. **Sewer Combination Trucks** – A complete and comprehensive line of Sewer Cleaning truck(s) and equipment.

The categories include, but are not limited to new and used sewer trucks, equipment and related parts and accessories such as combination sewer trucks, wet/dry industrial vacuum units, jetters, catch basin cleaners, vacuum excavator, trailer mounted vacuum units, sewer cameras and any other related equipment.

- b. **Related Equipment Parts** – A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts, excluding OEM parts for the cab and chassis.
- c. **Related Support Services** – A complete range of services such as, but not limited to, maintenance agreements, warranty service, on-site training, instruction, and technical services. Include information regarding leasing and financing options.
- d. **Related Equipment-** A complete and comprehensive line of related equipment, including, but not limited to sewer cameras and sewer inspection equipment.

2. GENERAL CONSTRUCTION

It is the intent of these specifications to secure a combination sewer truck built to withstand the rigorous service and continuous use encountered in DPS operations. Completed sewer truck is intended for use by the Cities' DPS department as a machine that will be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water and vacuum.

Proposers shall submit with their proposal descriptive information and specifications on the proposed combination sewer truck. Proposers shall provide a list of manuals that will be included with proposal. Manuals on compact disc are preferred.

In order to facilitate the evaluation of each proposal, each manufacturer shall provide a detailed description of each specified item to include, where applicable, manufacturer and model, dimensions, capacities, operating limits and ranges, control locations and methods of operation.

These specifications shall be construed as minimum. All parts or components not specifically mentioned herein, but which are necessary to furnish a complete combination sewer truck, shall be included. All combination sewer truck components considered standard, but not specifically mentioned herein shall also be included. All warranty problems shall be corrected by the awarded contractor.

The completed combination sewer truck will be inspected and tested upon delivery by the Cities' fleet supervisor and DPS representatives and, after testing and inspection; the fleet supervisor will provide in writing any items needing correction prior to acceptance of the sewer truck. Payment will not be issued until items identified are corrected. Vendor has ten (10) days to correct all items identified.

3. TITLE

The awarded contractor must deliver with the vehicle the Title stating "The City of Rochester Hills," or respective Participating Public Agency as the sole owner of the vehicle. A Certificate of Origin is not acceptable. No payment will be made to the awarded contractor until the title has been issued.

4. WARRANTY

Proposals must include warranty coverage being provided. Proposer shall include all standard and any and all available extended warranties and service contracts available for proposed combination sewer truck.

6. PARTS AND SERVICE

The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within 24 hours of notification. Any required parts not in stock must be ordered next day delivery and any and all costs for next day delivery shall be borne by the contractor. In the event of a delay in receiving parts, the contractor must provide the Cities with explanation or written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. All facilities are subject to inspection by the Cities to determine ability to supply the Cities with parts and warranty services.

Contractor shall provide warranty service within 24 hours of notification request. Repairs (or delays in obtaining required parts) that will take longer than 48 hours will require the contractor to provide, deliver and retrieve a “loaner” vehicle until the City’s vehicle is restored to service. The “loaner” vehicle must be of similar quality and size to the combination sewer truck being repaired and free of charge.

7. PRICING

Proposers are to provide a discount from a verifiable price index. Discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer’s price lists or retail price sheets. Price lists/schedules shall include all available equipment and options available to entities in order to build a truck to their respective entities needs and requirements. Discounts shall be supplied in the attached Excel format identified as Attachment B – Discount Pricing Structure.

For price comparison purposes, a sample list of specially configured combination sewer trucks will be used to determine the actual net price to the City (Price Page). Contractors will be required to submit pricing for the sample truck configurations by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor’s price by applying the discount offered.

8. TRADE-INS

When appropriate, the value in US Dollars, of trade-ins can be negotiated between a Participating Public Agency and the successful contractor. Participating Public Agencies reserve the right to accept or reject trade-in offers or advertise the equipment through auction and accept the offer that is most beneficial to the Participating Public Agency after proposals are received.

9. **RENTAL:** Proposer to provide information on rental options through manufacturer or dealer.

PROPOSAL EVALUATION REQUIREMENTS

1. SELECTION PROCESS

The selection committee will review proposals. The final selection process will be determined by the responses to this document and any required interviews, demonstrations or site visits. Prior experiences with the Cities and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers. Final award may be made to the proposer deemed most advantageous to the Cities. The committee will judge each firm’s responses as defined below:

1. Proposal Completeness/Method of Approach. Meets all Request for Proposals conditions and miscellaneous instructions. Provide a response to the national program.
 - a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 - b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Functionality of Vehicle. Ability to provide high quality workmanship meeting the scope of work and mandatory requirements as outlined. General system functions, ease of use, durability, serviceability, warranty, performance and equipment meeting industry-standards.
3. Comparable Projects/References. Ability to provide a high quality product and exemplary service levels will be determined by:
 - a. References verifying high quality product and exemplary service levels for similar projects.
4. Experience/Qualifications. Demonstration of competence, experience, capacity and financial capability to carry out the terms of this contract. Proposer shall have personnel who have experience with similar projects as described herein. Experience of the manufacturer and proposer will be considered, as well as technical training and education of staff assigned to this project.
 - a. Experience in providing proposed vehicles similar to those described in this document for Public Agencies nationally.
 - b. Meeting or exceeding all proposer qualification requirements.
 - c. Size of firm, ability to provide all required services, use of subcontractors, warranties and parts availability, including fill rate percentage.
 - d. Description of training to be provided.
 - e. Ability to timely deliver. Provide timeline with number of days to delivery date.
5. Warranty and Maintenance Services. Warranty period proposed. Warranty services proposed. Include a copy of all Warranty Agreements. Provide information on support for warranted items including contact names and numbers, loaner options, parts availability and timeframe for repairs.
6. Cost Proposal.

The selection committee will select the proposals, which appear most beneficial to the Cities. These proposers will be asked to provide a marketing presentation including an interview and demonstration of the proposed sewer truck(s) to the committee during the evaluation period. The Cities' Department of Public Services, Fleet and Purchasing department staff may visit the proposer's site in an effort to reach a decision relative to the selection of the vendor. The Cities' reserve the right to request best and final offers.

2. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA

The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Product and Service

- a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of the solicitation. Proposers shall provide the proposed product lines that will meet the requirements of this solicitation. For each proposed vehicle model, describe the following:
 1. Submit complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the proposal submitted.
 2. Describe the combination sewer truck physical attributes.
 3. Describe the construction materials comprising the body and chassis. Detail the quality of materials and its resistance to the conditions it will endure with normal sewer service operations.
 4. Provide the written recommended PM schedules, identify each maintenance part, its cost and labor hours required to complete the PM.
 5. Provide the current replacement parts list and their discounts. Identify the list for which the discount shall be deducted.
 6. Provide a list of optional equipment and their discounts. Identify the list for which the discount shall be deducted.
 7. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
 8. Describe any rebates available from the Contractor to agencies purchasing products and services via the City's contract.
 9. Submit warranty documentation. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit with proposal, subject to negotiation by the Cities.
 10. Provide a detailed list of authorized distributors and service center(s) for manufacturer equipment nationwide.
 11. Proposers shall submit all information that will aid the Cities in evaluating your proposal: available options, product spec sheets, product brochures, product website addresses, etc.
- b. Describe any used equipment programs the proposer may offer.
- c. Describe what other products and equipment and/or services you offer that would be applicable to this contract.
- d. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract. Discuss qualifications of individuals that provide training.
- e. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.
- f. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

- g. Describe how the innovation and technology of your equipment differs from other equipment in the industry.
- h. Describe any special programs that your company offers that will improve the Cities' access to products and ability to stay current with changes and improvements.
- i. Describe how your firm will notify the Cities of new equipment and services.
- j. Describe how product recalls are handled for products and equipment.

B. Orders, Invoices and Delivery

- a. Describe your ordering capacity (telephone, fax, internet, etc.)
- b. Describe your invoicing process. Is electronic invoicing available? Are there other options on how an agency receives an invoice?
- c. Describe your delivery commitment:
 - 1. What are your standard delivery days?
 - 2. Describe how problems, such as a customer ordering a wrong product; a customer receiving a defective or wrong product, etc. are resolved.

C. Other

- a. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.

D. Price Proposal

- a. Provide a discount pricing structure as requested in Attachment B – Discount Pricing Structures in Excel format. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal. Pricing Indexes for both equipment and available parts must be submitted.
- b. Provide pricing as requested on the Price Sheets attached. Proposers shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.
- c. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
- d. Provide information on any ordering methods, such as electronic ordering or payment via pCard, or other criteria which entitles the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
- e. Provide your payment terms. Indicate if payment will be accepted via credit card (p-card). State any Convenience Fee.

E. Qualifications and Experience

- a. Provide a brief summary of your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of five (5) references for which you have provided similar products and services. References from other public agencies, is preferred. Please include company name, address, phone, email and contact person.
- b. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.
- c. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
- d. Please submit any additional information that you feel is applicable to your qualifications and experience.

GENERAL TERMS AND CONDITIONS

All proposals will be evaluated and ranked. The Cities reserve the right to reject any and all proposals or to make an award based directly on the proposals. The Cities reserve the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the Cities. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the Cities.

The Cities reserves the right to interview and request demonstrations and product from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The City reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which product design, ease of use, operability, references, or warranty/maintenance, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the Cities.

All proposers names shall be read publicly at the date and time specified. All proposals shall be in accordance with the City of Rochester Hill Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive".

The Cities are not liable for costs incurred by any prospective proposer prior to the awarding of a contract.

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the Cities or who otherwise may be deemed irresponsible or unreliable by the Cities.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law. All proposers are held to proposed pricing and discounts for 180 days or award, whichever comes first, except the successful proposer whose pricing and discount shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the Cities.

Any deviation from the specifications must be noted in the proposals.

Municipalities in Michigan are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful proposer with tax exemption certificates when requested.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of: Lisa Cummins, CPPB, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI, 48309, 248-841-2537, cumminsl@rochesterhills.org.

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those city employees designated above for appropriate review and response.

Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

If the awarded Contractor should neglect to perform the work properly or fail to perform any provision of this contract, the City, ten (10) days after providing written notice to the Contractor may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor plus twenty (20%) percent for failure to perform.

No contract may be assigned, sublet or transferred without the written consent of the City. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City for such acts or omissions.

In the event of bankruptcy proceedings are commenced by or against the Contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party. The City shall be entitled to terminate without further cost or liability. The City may cancel the agreement/contract or affirm the contract and hold the Contractor responsible for damages.

It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The Purchasing Division and Cities' staff are restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the

evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

DEFAULT

In the case of default by the Contractor, the Cities may procure the product or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

TERMINATION OF CONTRACT

The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

AVAILABILITY OF FUNDS

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

INSURANCE REGULATIONS

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence.
4. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, City of Farmington Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Sixty (60) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction and / or Material Change shall be sent to the City of Rochester Hills, 1000 Rochester Hills, Michigan 48309."
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, City of Farmington Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills, City of Farmington Hills, against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, City of Farmington Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills, City of Farmington Hills, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

PRICING PROPOSAL

The subsequent pricing pages lists sample combination sewer truck configurations that will likely be purchased under the contract. This list is not all-inclusive.

1. **Sample Truck Configuration A** – as per specifications listed below:

a. General

1. The machine should be at a minimum, capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water and vacuum.
 2. The machine should be capable of being operated by one man, with all operating controls for high-pressure water pump, hose reel, and vacuum, located at the front of the machine for safety. *Specify if controls are available for both sides of hose reel.*
 3. The Cities are interested in both a proposal for a positive displacement machine and/or at a minimum a two stage fan machine. The Cities are requesting that vendors explain in their proposals the pros and cons of each type of machine and in which applications these machines are best used in. Vendor is requested to submit a proposal for one or both types of machines.
 4. At time of delivery, sewer combination truck shall conform to all applicable U.S. Department of Transportation, M.I.O.S.H.A. and O.S.H.A regulations.
- b. Cab and Chassis
1. Truck shall be capable of legal operation on the road with a driver and one (1) passenger with a fully loaded debris hopper.
 2. Diesel engine with a minimum 330 HP and 950 pound per foot torque. *Engine model must be specified in response. Include all engine makes available and pricing associated with each engine model.*
 3. Allison automatic transmission.
 4. Steering shall be integral, hydraulic power assist.
 5. Steering column shall be tilt adjustable from driver's position.
 6. Factory installed Flaming River battery disconnect switch mounted left side of driver's position. Switch shall be installed to retain all necessary memory and diagnostic functions to engine, transmission, etc.
 7. Must include two (2) fully adjustable cloth air suspension seat(s) for driver and passenger.
 8. Factory installed in-dash air conditioning.
 9. Factory installed AM/FM radio.
 10. S-Cam Air Brakes. Pull cord style drain valves on all tanks, with pull cords accessible from side of vehicle.
- c. Jet Rodder
1. Front mounted rotating hose reel must accommodate a maximum of 800 feet of one (1) inch rodder hose. *Proposers to provide hose reel sizes offered, hose specifications, and certification documentation with proposal.*
 2. Twenty-five (25) feet of one (1) inch lead hose.
 3. 1,500 gallon fresh water capacity.
 4. Wash down handgun system with spring loaded reel (*location of mounting for the handgun system will be determined by a designated representative after award*).
 5. The high pressure water system should be capable of controlling the water volume (GPM) for precise hydro excavation.
- d. Vacuum System
1. Minimum fifteen (15) cubic yard liquid measure capacity debris level indicator.
 2. Rear dump with hydraulically opening/closing door and automatic door locking system.
 3. System shall shut off vacuum when debris body is full.

4. Gravity drain valve mounted near rear of body.
 5. System shall include necessary provisions for hydro excavation.
 6. Hydraulically powered debris body liquid pump off system.
 7. Telescoping rotating boom system with minimum eight (8) inch pipe/hoses. Must have minimum reach twenty-two (22) feet.
 8. Wireless boom controls and pendant controls with thirty (30) feet of cord.
 9. Two (2) extra large 6" boom lights, One (1) spot light, One (1) flood light to illuminate work area under boom.
 10. One (1) 7' catch basin nozzle pipe.
 11. Two (2) 8' pipe extensions.
 12. Two (2) 5' pipe extensions.
 13. One (1) 3' pipe extension.
 14. Seven (7) pipe clamps.
 15. Pipes shall be accessible from ground level.
- e. Paint
1. Cab and module shall be painted matching factory paint (color to be determined by each Participating Public Agency).
- f. Additional Equipment
1. Tow Hooks to be provided. Two (2) in the front and two (2) in the rear.
- g. Warning Devices
1. One LED mini-light bar mounted on cab guard. Mini-light bar shall be protected from vacuum boom at any position of boom.
 2. LED light stick mounted above centerline of debris body rear door and all controls in cab.
 3. Rear vision system with 7" minimum dash mounted monitor (monitor mounting location shall be determined by a designated representative after award).
- h. Tool boxes/trays
1. Truck shall include all standard and available option tool boxes and trays. Boxes should be of aluminum construction and include door seals and key locks. Locks shall be weather tight sealed, paddle locks, or approved equal and keyed alike.
- i. Automatic lubrication system
1. Shall be pneumatically powered.
 2. Must have repairable plastic lines.
 3. System shall lubricate all grease points on the machine, except for points that rotate 360 degrees.
 4. System shall be pneumatically (air) operated. Lubrication cycle times shall be adjustable in thirty (30) minute intervals from thirty (30) minutes to five (5) hours.
 5. Each lubrication point shall have provisions to adjust the amount of lubricant delivered per cycle.
 6. Pump assembly shall be mounted in a suitable location to facilitate re-filling and maintenance of the system.

7. System shall be operated via an electronic control module with system monitoring capabilities, with dash mounted visual and audible indication to the vehicle operator.
8. Control module shall have light emitting diodes and a system reset button to initiate a lube cycle for diagnostic purposes and/or reset the control module in the event a system fault has occurred.
9. In the event of a system fault, the system shall remain inoperable until the fault has been corrected, and a system reset has been initiated.

j. Jet Rodder

1. Front mounted rotating hose reel with 800 feet of one (1) inch rodder hose.

k. Sewer Equipment

1. Wireless hand light (minimum 1,000,000 cp) with charger mounted in-cab.
2. Two (2) flexible hose guides.
3. Nozzles – to included one (1) each of the following:
 - i. Sand nozzle – tungsten orifices
 - ii. Penetrator nozzle – One (1) forward jet
 - iii. ENZ grenade bomb model 40.100A non-rotating head
 - iv. ENZ chisel point 60100L
 - v. ENZ bulldozer nozzle 50.100G
 - vi. ENZ turbine nozzle 10.125R
 - vii. 8” x 6’ aluminum hydro-excavation tube with replaceable internal water jets. Water supplied by one (1”) inch rodder hose.
 - viii. Small finned nozzle skid
 - ix. Large finned nozzle skid
 - x. Two (2) water filter screens, 80 mesh
 - xi. Aluminum manhole roller hose guide, maximum weight 10#
 - xii. Detachable, adjustable vacuum pipe handle assembly

PRICE PAGE

This Price Page lists sample equipment that will likely be purchased under the contract. Provide the Unit Price as indicated and show the individual unit prices and discounts off of list price used to calculate the Unit Price. This list is not all-inclusive. In addition to this Price Page, proposers must submit discounts off of list price as indicated in Attachment B.

| Item 1 | Unit Price |
|---------------|-------------------|
|---------------|-------------------|

| | |
|--|----------|
| Combination Sewer Truck Configuration #1, as per specifications (pg 18-20) | \$ _____ |
|--|----------|

Manufacturer and Model Number

Chassis Make and Model

Engine Make and Model

Transmission Make and Model

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide a combination sewer truck as described herein for the price set forth in this proposal. Any changes to the specifications will be presented in writing and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

The undersigned further declares that the language contained in the City’s Request for Proposal document has not been changed or altered in any way in the vendor’s submitted proposal, inclusive of the Vendor Questionnaire, Pricing Forms, Vendor Reference Forms and Signature Page. Any alteration(s) of any kind are grounds for disqualification.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City.

The undersigned certifies on behalf of the Proposer that the Proposer is not an “Iran Linked Business,” as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

SIGNATURE PAGE

| | |
|---------------------------|---|
| _____ Signature | _____ Company Name |
| _____ Print Name | _____ Company Address |
| _____ Title | _____ City State Zip |
| _____ Telephone # | _____ Fax # |
| _____ Email Address | |
| _____ Federal Tax ID # | <u><i>CHECK ONE</i></u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____ |



City of Rochester Hills
Request for Proposals
Combination Sewer Truck(s), Parts, Accessories,
Supplies, Related Services and Related Equipment
RFP-RH-15-034

ATTACHMENTS

Attachment A – National IPA – Requirements for Cooperative Contract

Attachment B – Discount Pricing Structures



City of Rochester Hills
Request for Proposals
Combination Sewer Truck(s), Parts, Accessories,
Supplies, Related Services and Related Equipment
RFP-RH-15-034

ATTACHMENT A



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Rochester Hills, MI (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Combination Sewer Trucks, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company (“National IPA”) (“Principal Procurement Agencies”) to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA (“Participating Public Agencies”) to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a “Supplier”) have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein “Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, “Procuring Party”) will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR

CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR

CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI

HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT,
LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT

CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13

NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY

ATTACHMENT B
DISCOUNT PRICING STRUCTURES

Machine Pricing

| Type of Machine: | Discount off of List Price* |
|--|-----------------------------|
| Debris Displacement | |
| Two-Stage Fan | |
| Three-Stage Fan | |
| | |
| Additional Combination Sewer Trucks Offered: | |
| | |
| | |

Price List Used: _____

**Proposer to include a complete Price List including items and their List Price in their proposal*

Chassis Pricing

| Make and Model: | Discount off of List Price* |
|------------------------|------------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Price List Used: _____

Engine Pricing

| Make and Model: | Discount off of List Price* |
|------------------------|------------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Price List Used: _____

Transmission Pricing

| Make and Model: | Discount off of List Price* |
|------------------------|------------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Price List Used: _____

**Proposer to include a complete Price List including items and their List Price in their proposal*

Parts and Accessory Pricing

Supplier to submit a Parts and Accessory Catalog with their response

| Product | Discount off of List Price* |
|--|-----------------------------|
| Booms | |
| | |
| Blower Drives | |
| | |
| Hose Reels and Options | |
| | |
| Water Systems Options and Accessories | |
| | |
| Jet Rodder Hose | |
| | |
| Debris Body Options | |
| | |
| Electrical Options | |
| | |
| Lighting Options | |
| | |
| Miscellaneous Machine Options | |
| | |
| Miscellaneous Accessories | |
| | |
| Vacuum Tubing | |
| | |
| Pipe Storage Racks | |
| | |
| Tool Storage Boxes | |
| | |
| Spare Nozzles | |
| | |
| Leader Hose | |
| | |
| Swedge Tools | |
| | |
| Extended Warranties | |
| | |
| Sewer Inspection Locating Equipment | |
| Other Categories, not specifically listed: | |
| ENZ Nozzles | |
| Automatic Lubrication System | |
| | |
| | |
| | |

**Proposer to include a complete Price List including items and their List Price in their proposal*

Supplemental Services

*If there are other supplemental services that the proposer may want to offer, please list and detail the charge per labor hour for the service.

| Service | Fee |
|---|-----------|
| On-site training at delivery | /per hour |
| Provide a Description of Financing and Leasing options available, include a sample agreement: | |
| Provide a Description of Rental options available, include a sample agreement: | |
| Do you accept trade-ins? | |
| Warranty (indicate components covered and length): | |
| Extended Warranties available: | |
| Delivery Charges: | |
| Discounts for other ordering methods (electronic ordering, pCard, etc): | |
| Discounts for large individual purchases (identify thresholds and discounts): | |

Any service provided at a discount off of list price must have the list identified and List Price included in the proposal