

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and H&E Equipment Services, Inc., a(n) Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 16, 2018, under Sourcewell (formerly known as National Joint Powers Alliance), the Sourcewell entered into a contract with Contractor to purchase the goods and services described in the Firefighting Apparatus, with Related Equipment, Accessories and Supplies Contract No. 0228-EOI ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 16, 2018, until the date the contract expires on April 16, 2022 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 16, 2023. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 16, 2022. The City may renew the term of this Agreement for one (1) year period until the Cooperative Purchasing

Agreement expires on April 16, 2023. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three-million three-hundred thousand dollars (\$3,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be canceled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F.Sup.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Craig Croner
6210 W. Myrtle Avenue
#111
Glendale, AZ 85301

And

H&E Equipment Services, Inc.
c/o Mark Julien
4010 S. 22nd Street
Phoenix, AZ 85022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

H&E Equipment Services, Inc.,
a Delaware Corporation

By: _____


Name: Wesley Hebert
Title: Assoc. Corp. Counsel

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

EXHIBIT A
FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND
SUPPLIES Contract No. 0228-EOI



Mike Virnig
Vice President, Sales
ph:(352) 861-3662
mike.virnig@revfiregroup.com

April 6, 2021

To Whom It May Concern:

This letter shall serve to certify that H&E Equipment Services has been the exclusive dealer for the sale of E-ONE parts and emergency vehicles in Arizona since July of 2010. H&E represents all of the E-ONE product lines.

H&E is the only fire apparatus warranty repair center in Arizona authorized to carry out repairs on E-ONE apparatus to ensure warranty compliance.

H&E operates a factory authorized, fully-staffed service center in Phoenix.

Additionally, H&E is the only authorized E-ONE service provider for non-warranty work on E-ONE apparatus and proprietary E-ONE electrical, aerial, plumbing and hydraulic systems.

Sincerely,

A handwritten signature in blue ink that reads "Mike Virnig". The signature is written in a cursive, flowing style.

Mike Virnig
E-ONE, Inc.

**FORM E
CONTRACT ACCEPTANCE AND AWARD**



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


NJPA Contract #: 022818-EOI

Proposer's full legal name: E-One, Inc.

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

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-EOI

Vendor Authorized Signatures:

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

Vendor Name E-ONE, INC.

Authorized Signatory's Title VICE PRESIDENT



VENDOR AUTHORIZED SIGNATURE

JAY JOHNSON

(NAME PRINTED OR TYPED)

Executed on April 10, 2018

NJPA Contract # 022818-EOI

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

EXHIBIT B
Scope of Work

PROJECT

Build one (1) E-One Cyclone II 100-foot Platform Ladder.

Build two (2) E-One Typhoon Pumpers

Costs for all listed projects to include labor, materials, freight, processing fees, and tax.



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

RFP Opening

| MARCH 1, 2018 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022818

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened | March 1, 2018 | at 8:30 a.m. Central Time.

RFP Timeline

- | | |
|------------------------------------|--|
| January 11, 2018 | Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. |
| February 14, 2018
10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference. |
| February 21, 2018 | Deadline for RFP questions. |
| February 28, 2018
4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| March 1, 2018
8:30 a.m. CT | Public Opening of Proposals. |

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

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1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

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

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Alberta Association of Municipal Districts and Counties (AAMDC), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the

contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

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

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

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

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

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

E. SCOPE OF THIS RFP

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

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

3.17.1 Automotive Fire Apparatus: including Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam fire apparatus;

3.17.2 Wildland Fire Apparatus: including Types 1 – 7 Wildland Fire Suppression, Mobile Water, and Crew fire apparatus;

3.17.3 Aircraft Rescue and Firefighting (ARFF): including Aircraft Rescue and Firefighting vehicles;

3.17.4 Equipment, accessories, and supplies related to production of a turnkey solution for firefighting apparatus, all of which may be offered only in the context of the purchase of one or more firefighting apparatus unit(s).

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

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

- a. ambulance and emergency medical transport (see NJPA RFP #022118);
- b. chassis-only proposals (see NJPA RFP #081716) or,
- c. proposals for only health & safety, medical, surgical, or first aid related equipment, supplies, accessories, and services (see NJPA RFP #061417).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP.

NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

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

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

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

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

3.27 [This section is intentionally blank.]

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

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**," and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

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

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org

(under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

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

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled **FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA’S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

4.24.9 Extend proposal due dates.

5 PRICING

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

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$50 Million.**

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

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

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

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s

dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

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

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

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

6 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

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

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

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

B. PROPOSER RESPONSIVENESS

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

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained

on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

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

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

C. PROPOSAL EVALUATION CRITERIA

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

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

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

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

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

6.12 [This section is intentionally blank.]

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

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

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

E. COST COMPARISON

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

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

F. MARKETING PLAN

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

6.19 NJPA marketing expectations include the following components.

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

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

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

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

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

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

6.23.1.1 Commercial General Liability—Occurrence Form

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

6.23.1.2 Each Occurrence \$1,500,000

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

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

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

H. ORDER PROCESS AND/OR FUNDS FLOW

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

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

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

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

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$1000.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

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

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is

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

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

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member’s state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

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

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

7.14.6 The Vendor fails to properly report quarterly sales;

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

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

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

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

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

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

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

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

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

8.6 through 8.7 [This section is intentionally blank.]

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

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

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

C. ASSIGNMENT OF CONTRACT

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

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

D. LIST OF PROPOSERS

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

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

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

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

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

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

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

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

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

K. NON-WAIVER OF RIGHTS

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

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

O. SEVERABILITY

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

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Federal funding sources may include the Federal Aviation Administration (FAA) Airport Improvement Program or FAA Obligated Sponsors. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all

records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

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

Industry Recognition & Marketplace Success

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

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

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

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

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

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

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

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

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

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



Company Name: _____

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

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

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

**Contract Award
RFP #022818**

FORM D



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

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA **#022818** _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number **#022818**

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

Executed this _____ day of _____, 20____ NJPA Contract Number **#022818**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number **#022818**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.
- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”
- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.
- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.
- 23) State whether your proposal includes the sale of “demo” units and describe the process related to offerings of demo units, if applicable.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)

**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor:

Contract number:

Category:

Maturity date:

Address:

City, state, zip code:

Phone number:

Printed name and title of
authorized representative:

Signature of authorized
representative:

Date:

Form C

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



Company Name: F-ONE, Inc. _____

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
5.24	Apparatus Delivery	<p>As we do not know who will order an apparatus or where it will need to be shipped we have included the following driveway costs as standard on all fire apparatus.</p> <ul style="list-style-type: none"> • \$12,000 for ARFFs • \$5,000 all others <p>At the time of quote we will ask for driveway estimates from our third party provider and adjust the final driveway cost based on delivery point (dealer/NJPA member) plus \$150 (admin fee).</p> <p>The admin fee covers our internal costs, costs to get driver to bus station or airport, and misc. expenses during transit. We have provided a pricing matrix so NJPA members can view estimated driveway rates based on preset zones (miles). Matrix also outlines additional information relating to delivery to Canada, Alaska, Hawaii, and other US Territories.</p> <p>Based on the actual quote, some NJPA members will receive a credit and some will incur additional delivery cost.</p> <p>We did not feel it was appropriate to charge the highest unforeseen rate to every NJPA member.</p>	Accept.
5.24	Parts Deliver	<p>As noted in Form P – if ordered direct from E-ONE, parts will be FOB Ocala, FL or Hamburg, NY depending on shipping location. When ordered from a dealer, this could change. Dealer could order as part of a stock order where freight would be free or dealer may have in stock.</p>	Accept.

Proposer's Signature: _____

Date: 22 Feb 2018

NJPA's clarification on exceptions listed above:

LEGAL
MUM
Initials
9/20/18
Date

**Contract Award
RFP #022818**

FORM D



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

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: E-ONE, Inc. _____ Date: _____

Company Address: 1601 SW 37th Ave. _____

City: Ocala _____ State: FL _____ Zip: 34474 _____

CAGE Code/Duns & Bradstreet Number: CAGE Code 8P082/ D&B Number 0678516983 _____

Contact Person: Jay Johnson _____ Title: V.P. Sales _____

Authorized Signature:  _____
(Name printed or typed)

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: E-ONE, Inc. _____

Address: 1601 SW 37th Ave. _____

City/State/Zip: Ocala, FL 34474 _____

Telephone Number: 352-861-3501 _____

E-mail Address: jjohnson@e-one.com _____

Authorized Signature: _____

Authorized Name (printed): Jay Johnson _____

Title: V.P. Sales _____

Date: 22 Feb 2018

Notarized:



Subscribed and sworn to before me this 22nd day of February, 2018

Notary Public in and for the County of Marion State of Florida

My commission expires: JULY 23, 2018

Signature: Robert Olheiser



PROPOSER QUESTIONNAIRE

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

Proposer Name: E-ONE, Inc. _____

Questionnaire completed by: Fred Cureton _____

Payment Terms and Financing Options

- **What are your payment terms (e.g., net 10, net 30)?**
 - a. Net 21 days from the day a completed unit departs either the Ocala, FL or Hamburg, NY factory.
 - b. The NJPA member should communicate additional time is needed. Additional options may be available.
- **Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?**
 - a. Through our parent company, REV Group, we offer the following leasing options to maximize the bottom dollar. The E-ONE/REV Group partnership provides an ability to custom design leasing solutions to meet/exceed NJPA member's needs and requirements.
 - (1) **Full Payout Loan:**
 - (a) Financing and refinancing for new and used equipment.
 - (b) Terms from 24 to 120 months.
 - (c) Competitive fixed and floating rates.
 - (d) Up to 100 percent financing.
 - (e) Seasonal and skip payment structures.
 - (f) Application only programs.
 - (g) Dealer wholesale and retail finance programs.
 - (h) Loan, lease and municipal lease financing.
 - (2) **Trac Lease:**
 - (a) Sometimes referred to as open-end leases.
 - (b) Ultimate obligation of the Lessee is not determined until the end of the lease term.
 - (i) Lessee is obligated to make up any shortfall.
 - (ii) Or Lessee will receive any excess proceeds.
 - (c) Lessor and Lessee agree on what is the commonly referred to as the Residual Value.
 - (3) **Split Trac Lease:**
 - (a) Split TRAC Lease follows the same basic principles as the TRAC Lease.
 - (b) **Except**, the Lessee's potential lease end exposure is limited to a portion of the Residual Value.
 - (c) Lessee's end of term payment amount is sometimes referred to as the **Lessee's Guaranteed Residual Amount**.
 - (4) **Fair Market Value Lease:**
 - (a) Little or no upfront cost.
 - (b) Lower monthly payments than \$1 out purchase option leases.
 - (c) 100% financing may be available.
 - (d) Can return the equipment at the end of lease without further obligation.
 - (e) May have significant tax and accounting benefits.

(5) Municipal Lease:

- (a) Tax-exempt municipal equipment leasing is a lower cost alternative to traditional bond financing.
- (b) Lower, tax-exempt interest rates are fixed for the term of the lease. Complete ownership and clear title to the equipment at the end of the term.
- (c) Lease payments that are considered an operating expense, not long-term debt.
- (d) An alternative to the high issuance cost bond market and the time and complexity of obtaining voter approval for a bond issue.

(6) Walk-Away Lease:

- (a) No money down option.
- (b) Annual payment or arrears options.
- (c) Refinancing options.
- (d) 3-15 year terms (depending on apparatus) with approved credit.

- **Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.**
 - a. Our dealers are under contract and have protected territories for apparatus sales, parts sales, and service support. Members have the option to take their vehicle to the nearest dealer for service/repairs.
 - b. In areas with no dealer, sales are handled direct by the E-ONE Region Director for that area. Service and parts support is via a contracted facility or direct by E-ONE.
 - c. Members and dealer sales associate jointly configure vehicle and agree on price.
 - d. Purchase order is received by the dealer/E-ONE and the order is processed.
 - e. Pre-build is scheduled and attended by NJPA member/members and dealer/E-ONE sales associate.
 - f. Final changes are approved by E-ONE, dealer, and NJPA member.
 - g. Order is released for production.
 - h. NJPA member can follow the progress of the apparatus construction (new vehicles only) via our E-ONE "in-process" website. <http://www.e-oneinprocess.com/>
 - i. During final completion stages, final inspection is scheduled with the dealer and NJPA member.
 - j. Final inspection is conducted, discrepancies corrected, and unit shipped for final acceptance.
- **Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?**
 - a. Yes.
 - b. No additional cost.

Warranty:

- Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - For E-ONE – Yes.
 - For suppliers – Would be based on supplier warranty certificates.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Common language exists covering:
 - Lack of maintenance
 - Abuse, neglect, or misuse.
 - Failure to notify, etc.
 - Stainless Steel Body Paint warranty (non prorated) requires 3, 5, and 7 year inspections.
 - Aluminum Body Paint warranty (non prorated) requires 3, 5, and 7 year inspections.
 - Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
 - Yes, for E-ONE warranties. For suppliers/vendors these vary by component and vendor.
 - Warranties vary from one vendor to the other. The NJPA member should refer to the warranty bulletin for the failed component to review the coverage details. Warranties can change but should be applied based on the coverage in effect at the time of purchase.

E-ONE Warranty Quick Reference:

E-ONE Warranties – Warranties on those products we manufacture _____

E-ONE Optional Warranties – Extension of base warranties, bumper to bumper warranties _____

Optional 3rd Party Drivetrain Warranties – 24 to 60 month options, with or without supply pump coverage _____

Major Component/OEM Warranties – Chassis, engines, transmissions, supply pumps, axles, generators, tanks, tires, other _____

Misc Component Warranties – all other warranties _____

Non Listed Warranties – we provided the certificates we have on file. There are many suppliers where we deal direct on warranty coverage which may not be listed in the following table.

E-ONE Supplied Warranties:

Description	Warranty Terms	Exceptions to warranty
Standard Warranty*	12 months	See Certificate
Aluminum Cab Structure*	10 years/100,000 miles	See Certificate
Frame Rails and Crossmembers*	Lifetime – includes integral torque box/frames. Torque boxes normally fall under the 20 year aerial structural warranty but this unique design increases the torque box warranty.	See Certificate
Zinc Plated Frame Components*	20 years – Corrosion Perforation	See Certificate
Zinc Plated/Powder Coated Frame Rails*	25 years – Corrosion Perforation	See Certificate
eMAX Pump*	6.5 years after the date of manufacture or 6,000 hours of usage.	See Certificate
Aluminum Body Structure*	10 years/100,000 miles	See Certificate
Stainless Steel Body Structure*	20 years/100,000 miles	See Certificate
Stainless Steel Plumbing*	10 years	See Certificate
Aerial Structure*	20 years	See Certificate

Paint – Aluminum Bodies*	10 years (prorated)	See Certificate
Paint – Aluminum Bodies*	10 years (non prorated) Requires 3 yr, 5 yr, and 7 yr inspection.	See Certificate
Paint – Stainless Bodies*	10 years (non prorated) Requires 3 yr, 5 yr, and 7 yr inspection.	See Certificate
Paint – Steel Aerials*	5 years (prorated)	See Certificate
Parts *	90 Days	See Certificate

E-ONE Optional Warranties:

Extended Warranties:

3 Year Customer Protection Plan*	Extends standard 1 yr warranty to 3 yrs	See Certificate – Price based on model
4 Year Customer Protection Plan*	Extends standard 1 yr warranty to 4 yrs	See Certificate – Price based on model
5 Year Customer Protection Plan*	Extends standard 1 yr warranty to 5 yrs	See Certificate – Price based on model
3 Year Bumper to Bumper Plan*	Bumper to Bumper Coverage	See Certificate – Price based on model
4 Year Bumper to Bumper Plan*	Bumper to Bumper Coverage	See Certificate – Price based on model
4 Year Bumper to Bumper Plan*	Bumper to Bumper Coverage	See Certificate – Price based on model
5 Year Aerial Refurb Protection Plan	E-ONE Refurbished Aerial Coverage	See Certificate – Price based on model

Optional 3rd Party Drivetrain Warranties:

Premium 2000 Extended Drivetrain Warranties:

24 Months*	With or without pump - \$100 deductible per occurrence.	See Certificate – Price based on model
36 Months*	With or without pump - \$100 deductible per occurrence.	See Certificate – Price based on model
48 Months*	With or without pump - \$100 deductible per occurrence.	See Certificate – Price based on model
60 Months*	With or without pump - \$100 deductible per occurrence.	See Certificate – Price based on model

**Warranty Certificate included as part of proposal.*

Major Component/OEM Warranties:

Commercial Chassis Manufacturers:

Original Equipment Manufacturer	Warranty Terms	Warranty Contact	Contact Responsibility
Dodge*	5 yr/100,000 mile power train limited warranty, parts and labor needed to repair a covered powertrain component (engine, transmission and drive system)., plus 3 yr/36,000 mile bumper to bumper from body to electrical.	E-ONE Dealer or local Dodge representative	E-ONE Dealer or NJPA member
Ford*	3 yr/36,000 mile bumper to bumper, 5 yr/60,000 mile powertrain and safety restraint system, 5 yr/unlimited corrosion (perforation only), 5yr/100,000 mile 6.4L Powerstroke Diesel warranty.	E-ONE Dealer or local Ford representative	E-ONE Dealer or NJPA member
Kenworth*	1 yr/100,000 mile base warranty, 3 yr/300,000 mile powertrain warranty, 5 yr/500,000 mile corrosion warranty.	E-ONE Dealer or local Kenworth representative	E-ONE Dealer or NJPA member
Freightliner M2*	Refer to Vendor website for up-to-date warranty information for their various models. https://freightliner.cummins.com/warranties-medium-duty-truck?mID=1120	E-ONE Dealer or local Freightliner representative	E-ONE Dealer or NJPA member
Navistar*	Refer to Vendor website for up-to-date warranty information for their various models. https://www.internationaltrucks.com/support/warranties	E-ONE Dealer or local Navistar representative	E-ONE Dealer or NJPA member
Peterbilt*	1 yr/100,000 mile base warranty, 3 yr/300,000 mile powertrain warranty, 5 yr/500,000 mile corrosion warranty.	E-ONE Dealer or local Peterbilt representative	E-ONE Dealer or NJPA member
Engine Manufacturers:			
Cummins*	5 yr/100,000 mile, \$100 deductible years 3 thru 5	E-ONE Dealer or local Cummins representative	E-ONE Dealer or NJPA member
Detroit*	5 yr/100,000 mile	E-ONE Dealer or local Detroit representative	E-ONE Dealer or NJPA member
Transmission Manufacturers:			
Allison*	60 months parts and labor	E-ONE Dealer or local Allison representative	E-ONE Dealer or NJPA member
Twin Disc*	24 months from ship date but not to exceed 12 months or 2,000 hours of service, whichever occurs first.	E-ONE Dealer or local Twin Disc representative	E-ONE Dealer or NJPA member
Axle and Suspension Manufacturers:			
Arvin Meritor*	Axles are 5 yr/unlimited mileage in fire apparatus vocation. Refer to Vendor warranty certificates for their various models.	E-ONE Dealer or local Meritor representative	E-ONE Dealer or NJPA member
Axel Tech*	1 year from in-service date or 18 months from original ship date, whichever comes first (parts only).	E-ONE Dealer or local Axel Tech representative	E-ONE Dealer or NJPA member
Reyco Granning IFS*	3 yr/150,000 mile limited	E-ONE Dealer or local Reyco representative	E-ONE Dealer or NJPA member

Timoney – IFS*	1 year parts only	E-ONE Dealer or local Timoney representative	E-ONE Dealer or NJPA member
Fire Pump Manufacturers:			
Hale*	5 years from the first day the product is put into service or 5.5 years from the date of shipment by Hale. Within this warranty Hale will cover the first 2 years parts and labor, parts only for years 3 thru 5. Optional Extended Coverages: 1 year extended warranty = \$250 Extends labor coverage to year 3 2 year extended warranty = \$750 Extends labor coverage to years 3 and 4 2 year extended warranty = \$1500 Extends labor coverage to years 3, 4 and 5	E-ONE Dealer or local Hale representative	E-ONE Dealer or NJPA member
Waterous*	5 years from the first day the product is put into service or 5.5 years from the date of shipment by Waterous. Parts only.	E-ONE Dealer or local Waterous representative	E-ONE Dealer or NJPA member
W.S.Darley	6.5 years after the date of manufacture or 6,000 hours of usage.	E-ONE Dealer or local Darley representative	E-ONE Dealer or NJPA member
Generator Manufacturers:			
Harrison*	6 yr/1,000 hour whichever occurs first – parts and labor coverage are defined in detail on warranty certificate.	E-ONE Dealer or local Harrison representative	E-ONE Dealer or NJPA member
Onan*	5 yr/1,000 hour whichever occurs first	E-ONE Dealer or local Cummins/Onan representative	E-ONE Dealer or NJPA member
Smart Power*	5 yr/1,000 hour whichever occurs first	E-ONE Dealer or local Smart Power representative	E-ONE Dealer or NJPA member
Winco		E-ONE Dealer or local Winco representative	E-ONE Dealer or NJPA member
Water Tank Manufacturers:			
E-ONE built	Lifetime	E-ONE Dealer or local E-ONE representative	E-ONE Dealer or NJPA member
Pro Poly -- Tanks*	10 year Limited Lifetime – end user responsible for transportation to OEM after 10 years.	E-ONE Dealer or local Pro Poly representative	E-ONE Dealer or NJPA member
New Progress LLC/Brenner	Lifetime for defective material and/or workmanship, 2 year and beyond – leaks only.	E-ONE Dealer or local New Progress/Brenner representative	E-ONE Dealer or NJPA member
UPF – Tanks*	Lifetime service warranty	E-ONE Dealer or local UPF representative	E-ONE Dealer or NJPA member
Tire Manufacturers:			
Goodyear	For the life of the original tread. The life of the original usable tread is the original tread down to the level of tread wear indicators – 2/32nds of an inch of tread remaining.	E-ONE Dealer or local Goodyear representative	E-ONE Dealer or NJPA member
Michelin	For the life of the original tread or 5 years from the date of purchase. The life of the original usable tread is the original tread down to the level of tread wear indicators – 2/32nds of an inch of tread remaining.	E-ONE Dealer or local Michelin representative	E-ONE Dealer or NJPA member

Articulating Aerial Manufacturers:			
Bronto	12 month standard warranty	E-ONE Dealer or local Bronto representative	E-ONE Dealer or NJPA member
Bronto Aerial Structure*	20 years – see certificate	E-ONE Dealer or local Bronto representative	E-ONE Dealer or NJPA member
Other Manufacturers:			
AKG – Water to Transmission Coolers*	1 year from in-service date or 18 months from original ship date, whichever comes first.	E-ONE Dealer or local AKG representative	E-ONE Dealer or NJPA member
Akron Brass - valves*	5 years from date of purchase. 10 years on large diameter intake and swing-out valves	E-ONE Dealer or local Akron representative	E-ONE Dealer or NJPA member
AMDOR – Roll Up Doors*	36 months	E-ONE Dealer or local Amdor representative	E-ONE Dealer or NJPA member
Amity – swivels and waterways*	Swivels – 5 years from date of purchase Waterways – 10 years from date of purchase	E-ONE Dealer or local Amity representative	E-ONE Dealer or NJPA member
Ansul – fire extinguishers*	6 years from date of delivery	E-ONE Dealer or local Ansul representative	E-ONE Dealer or NJPA member
Class 1*	2 years – Standard gauges 3 years – Liquid filled gauges	E-ONE Dealer or local Class 1 representative	E-ONE Dealer or NJPA member
Dekka		E-ONE Dealer or local Dekka representative	E-ONE Dealer or NJPA member
Elkhart Brass*	5 years – most products 2 years – electrical components	E-ONE Dealer or local Elkhart representative	E-ONE Dealer or NJPA member
Federal Signal*	Multiple warranties based on product purchased - please reference warranty certificate.	E-ONE Dealer or local Federal Signal representative	E-ONE Dealer or NJPA member
Global Harness*	5 years from date of acceptance	E-ONE Dealer or local Global Harness representative	E-ONE Dealer or NJPA member
Hannay Reels*	24 months from date of shipment	E-ONE Dealer or local Hannay representative	E-ONE Dealer or NJPA member
Hale/Class 1*	1 year	E-ONE Dealer or local Class 1 representative	E-ONE Dealer or NJPA member
Havis *	3 years to lifetime depending on selected product. See warranty certificate.	E-ONE Dealer or local Havis representative	E-ONE Dealer or NJPA member
HDM Hydraulic* Cylinders	12 months from the date of delivery	E-ONE Dealer or local HDM representative	E-ONE Dealer or NJPA member
Hydromotion – Swivels*	5 years from date of shipment	E-ONE Dealer or local Hydromotion representative	E-ONE Dealer or NJPA member
Innovative Controls – Gauges*	Brass Case Gauges: 5 years on gauges Lifetime on hermetically seal for leakage	E-ONE Dealer or local IC representative	E-ONE Dealer or NJPA member
Innovative Controls – Gauges*	Stainless Steel Gauges: 3 years on gauges	E-ONE Dealer or local IC representative	E-ONE Dealer or NJPA member
Innovative Controls – Folding Step*	Stainless Steel Gauges: 2 years limited – see certificate for details	E-ONE Dealer or local IC representative	E-ONE Dealer or NJPA member

K & N Filters*	3 yr/300,000 mile (industrial service)	E-ONE Dealer or local K & N representative	E-ONE Dealer or NJPA member
Neverdie – Batteries*	3 yr/6,000 cycle prorated	E-ONE Dealer or local Neverdie representative	E-ONE Dealer or NJPA member
ROM – doors, lights, paint*	Multiple products on same warranty certificate. Refer to certificate for details. Roll up doors - 7 years for manufacturing defects excluding electrical components.	E-ONE Dealer or local ROM representative	E-ONE Dealer or NJPA member
Safeguard Technologies – Slip resistant steps*	10 years from date of invoice to E-ONE	E-ONE Dealer or local Safeguard representative	E-ONE Dealer or NJPA member
Safety Vision – Cameras*	1 year	E-ONE Dealer or local Safety Vision representative	E-ONE Dealer or NJPA member
SGM – Compressors*	18 months from date of shipment or 12 months from date in service whichever comes first.	E-ONE Dealer or local SGM representative	E-ONE Dealer or NJPA member
Shaw Development – DEF Systems*	Mechanical components: 2 yr/40,000 mile/1,200 hour Electrical components: 1 yr/20,000 mile/600 hour	E-ONE Dealer or local Shaw representative	E-ONE Dealer or NJPA member
Truck Lite – lighting*	Multiple lighting and electrical component warranties on the same certificate – refer to warranty bulletin. Most components have at least a 24 month warranty with some harnesses up to 5 years.	E-ONE Dealer or local Truck Lite representative	E-ONE Dealer or NJPA member
Weldon - lighting*	60 months except 7000 series which is 36 months. Various warranties depending on failed component. Coverage can range from 30 days to 4 years.	E-ONE Dealer or local Weldon representative	E-ONE Dealer or NJPA member
Weldon VMUX - multiplexing*	Various warranties depending on failed component. Coverage can range from 1 to 7 years.	E-ONE Dealer or local Weldon representative	E-ONE Dealer or NJPA member
Whelen - lighting*	Various warranties depending on failed component. Coverage can range from 1 to 10 years. Majority of lights have a 2 year warranty.	E-ONE Dealer or local Whelen representative	E-ONE Dealer or NJPA member
Wurth Electronics*	1 year from date of shipment	E-ONE Dealer or local Wurth representative	E-ONE Dealer or NJPA member

**Warranty Certificate included as part of proposal*

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - No.
 - If a NJPA member purchases an apparatus from E-ONE we will respond to the NJPA member's needs.
 - We have E-ONE remote technicians which can be dispatched to their location.
 - We could contract a current E-ONE dealer to respond and repair.
 - We could authorize a third party repair location to respond and repair.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - E-ONE and/or our dealer support partners should be contacted first for guidance and/or aid in scheduling the work. Our goal is to minimize downtime and expedite the repair.
 - Typically we would ask the member to work with the supplier. Example: if a Cummins Engine problem work with a Cummins authorized service provider.
 - E-ONE and/or our dealer may elect to make the repairs versus being routed to the original equipment manufacturer based on the circumstances.

- What are your proposed exchange and return programs and policies?

PARTS RETURN POLICY

TYPE OF RETURN /CREDIT REQUEST	RETURN REQUEST TIME LIMIT	RE-STOCK FEE	RETURN AUTHORIZATION	FREIGHT CHARGES
ORDERED IN ERROR 30 day Return	30 CALENDAR DAYS FROM RECEIPT	10% OF CURRENT PRICE	MUST SUBMIT CLAIM VIA "PARTS CENTRAL" E-ONE TO ADVISE RGA # by email Some restrictions apply. Please see 30 day return conditions below.	PRE-PAY TO E-ONE
SHIPPED IN ERROR	30 CALENDAR DAYS FROM RECEIPT	NONE	MUST SUBMIT CLAIM VIA "PARTS CENTRAL" E-ONE TO ADVISE RGA # BY RETURN EMAIL.	PRE-PAY TO E-ONE - FREIGHT CREDIT ISSUED
SHORTAGE	5 CALENDAR DAYS FROM RECEIPT	NONE	MUST SUBMIT CLAIM VIA "PARTS CENTRAL" E-ONE TO ADVISE STATUS BY RETURN EMAIL.	E-ONE SHIPS REPLACEMENT PRE-PAID
OVERAGE	NO TIME LIMIT	NONE	MUST SUBMIT CLAIM VIA "PARTS CENTRAL" E-ONE TO ADVISE RGA # BY RETURN EMAIL.	PRE-PAY TO E-ONE - FREIGHT CREDIT ISSUED
NEW DEFECTIVE /DAMAGED PART	5 CALENDAR DAYS FROM RECEIPT OR INSTALLATION	NONE	FREIGHT DAMAGE MUST BE NOTED ON THE CARRIER RECEIVING RECEIPT AT TIME OF DELIVERY. PLEASE ARRANGE TO SUBMIT A CARRIER CLAIM and ADVISE E-ONE. MUST SUBMIT CLAIM VIA "PARTS CENTRAL". E-ONE TO ADVISE RGA # BY RETURN EMAIL. DO NOT RE-FUSE SHIPMENT. CUSTOMER MUST ACCEPT THE SHIPMENT TO BE ELIGIBLE FOR RETURN CREDIT.	PRE-PAY TO E-ONE - FREIGHT CREDIT ISSUED
FREIGHT CHARGE	5 CALENDAR DAYS FROM RECEIPT	N/A	MUST SUBMIT CLAIM VIA "PARTS CENTRAL" E-ONE TO ADVISE STATUS BY RETURN EMAIL.	N/A
BILLING ERROR	5 CALENDAR DAYS FROM RECEIPT	N/A	MUST SUBMIT CLAIM VIA "PARTS CENTRAL". E-ONE TO ADVISE STATUS BY RETURN EMAIL.	N/A
ANNUAL OBSOLESCENCE RETURN	N/A	N/A	NA	N/A

OBSOLESCENCE RETURN CONDITIONS: E-one will make final determination on return authorization. We will not accept return of parts that are no longer active, no longer used in production or superseded. Electrical, hydraulic, special order and shelf deteriorating parts are not returnable. Hardware or lines items under \$20 are not returnable. All parts must be in new and saleable condition. Take offs are not returnable. Any parts that are returned to E-ONE without prior authorization or do not meet that stated conditions will be scrapped without notification and credit denied. Credit will be given at the price at the time of the return less 20%.

30 DAY RETURN CONDITIONS: E-one will make final determination on return authorization. Electrical, hydraulic, special order, and E-ONE fabricated parts are not returnable. Parts that are special ordered by E-ONE, including fabricated to shop order specifications are not returnable. Any part that is ordered and is not in the current price list is considered special order and is not returnable. All returns must be requested through the Parts Central web site. All parts must be in new and saleable condition. Take offs are not returnable. Any parts that are returned to E-ONE without prior authorization or does not meet that stated return requirements will be scrapped without notification and credit denied.

Parts Terms and Conditions

1)	Current payment terms are specified on your E-ONE parts invoice.
2)	All prices are FOB Ocala, FL. Freight charges are pre pay and add. There is a \$50 handling fee per order for request to charge freight to a 3rd party account.
3)	All prices are in US dollars.
4)	No returns will be accepted without RGA authorization number. No returns will be accepted for special order, E-ONE fabricated to shop order, electrical or hydraulic items. Any part that is ordered and is not in the current price list is considered special order and is not returnable. All returns must be requested through the Parts Central web site.
5)	For restocking there will be a 10% charge, plus shipping charges.
6)	Any shortages, damaged parts or error in shipments must be reported to E-ONE within 24 hours of receipt of goods.
7)	Goods damaged or lost in transit should be reported to carrier AND NOTED ON THE RECIEVING TICKET AT TIME OF DELIVERY. All orders are shipped F.O.B. origin. (Shipment becomes responsibility of the buyer at the time it picked up by the carrier.) Any claims for loss or damage is the responsibility of the buyer. All damage must be reported within 24 hours of receipt of goods and must be noted on the carriers delivery receipt.
8)	Prices and specifications subject to change without notice. Always check for the current price on the EZ Parts website before ordering.
9)	Overnight shipments subject to part availability.
10)	Stock order terms and discounts only apply to eligible orders over \$1,000 that only contain parts solely for the replenishment of stocking inventory.

- **Describe any service contract options for the items included in your proposal.**
 - a. E-ONE and our dealer distribution channel have the ability and means to provide custom tailored service contracts.
 - b. Each would need to be quoted based on the dealer capabilities and the scope of the work the NJPA member wishes to be included in the service contract.
 - c. We offer a 6/12/24 month E-ONE aerial inspection contracts performed by E-ONE EVT's.
 - d. We offered E-ONE extended warranties, vendor component extended warranties, and third party drivetrain extended warranties.

Pricing, Delivery, Audits, and Administrative Fee

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

Cradle to Grave Categories:	Notes/Solutions Overview:
Fire Apparatus	<p>We are offering NJPA members our complete product line of fire apparatus:</p> <ul style="list-style-type: none"> • NJPA members will be able to select all current and future options. • NJPA members will be able to customize the desired apparatus with options we typically do not offer via a “customer request” option. • These requests must be reviewed, approved, and priced by an E-ONE application engineer. Once AE establishes the MSRP of the “customer request”, standard discounting will apply based on the apparatus model SKU (see table below).
Fire Apparatus Trade-Ins	<p>Via E-ONE Dealers or the use of third party vendors we will work with the NJPA member to negotiate a trade-in allowance acceptable to all parties.</p>
Fire Apparatus Pre-Pay Discounts	<p>We are offering NJPA members discounts when they have available funds to pay down on the initial purchase.</p> <ul style="list-style-type: none"> • 100% of the purchase option. • Less than 100% of the purchase option. • Check must be received within 30 days of receipt of purchase order.
Fire Apparatus Surety Bonds	<p>We are offering NJPA members an option for E-ONE to provide performance bonds on apparatus purchases. Can be priced for 100% coverage or less than 100%.</p>
Fire Apparatus Leasing	<p>We are offering NJPA members leasing options through our company owned leasing division.</p>
Fire Apparatus Parts	<p>We are offering NJPA members an option to work with our dealers to develop customized parts purchasing programs E-ONE cannot offer.</p> <ul style="list-style-type: none"> • Could result in NJPA members negotiating larger parts discounts from our dealers than we could offer through E-ONE due to dealer contract restrictions. <ul style="list-style-type: none"> ○ Parts volume ○ Type of parts needed ○ Consistency of use • Could result in NJPA member having the option to use our web based parts ordering program <ul style="list-style-type: none"> ○ Dealer sponsored ○ May or may not fit all NJPA members requirements
Training	<p>We are offering NJPA members E-ONE in-house training classes and options for remote training.</p>
Optional Warranties	<p>We are offering NJPA members multiple extended warranty coverage options. Some are direct from E-ONE, some are from our suppliers, and some are from third party providers.</p>
Collision Repair Refurb/Updates	<p>We are offering NJPA members repair options for handling collision repairs.</p> <p>We are offering NJPA members repair options to cover refurb and/or in-service apparatus updates.</p> <ul style="list-style-type: none"> • Extends the life of their current apparatus. • Provides the opportunity to update older apparatus to meet newer industry standards. • Could delay an immediate need to replace an older apparatus.
Service/Maintenance Contracts	<p>We are offering NJPA members an option to work with our dealers to develop custom service/maintenance contracts.</p>

Sourced Goods

We are offering NJPA members an option to work with our dealers to purchase fire fighting related equipment not offered through E-ONE.

- Loose Equipment
- Turnout Gear
- Helmets
- Boots
- Other products offered by our dealers

Third Party Services

We are offering NJPA members an option to use our dealers as a one stop shop for maintenance needs. Through 3rd party vendors our dealers could provide NJPA members services our dealerships cannot perform in-house. Examples:

- Annual aerial testing and certification
- Annual pump testing and certification
- Wheel alignments
- Anything NJPA member and dealer jointly agree is a value added service.

- Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
 - a. **Category: Fire Apparatus – See tables below regarding configurations and pricing.**
 - i. It is E-ONE's intention to offer NJPA members our complete list of fire apparatus models.
 - 1. To offer all available approved published options.
 - 2. To offer all available approved non-published options (to meet customer specific requests we currently do not offer).
 - 3. Options we will not offer:
 - Those that do not meet the required standard (unless waiver signed by member).
 - Those that do not fit the overall design of the configuration.
 - Those that interfere with other components.
 - Those that do not fit the NJPA member's budget.
 - Those not approved by the NJPA member.
 - Those not approved by the E-ONE SAE Engineering staff.
 - ii. **Pricing includes: Apparatus configurations as approved by the NJPA member**
 - 1. Dealer Commission.
 - 2. Admin Fee (currently based on proposed .75%)
 - 3. Driveway – includes \$5,000 of driveway expense (to be adjusted based on required delivery point, dealer or customer location). Could result in a credit or additional fee to the NJPA member based on the actual quote. The final delivery expense will be based on the driveway quote plus \$150 administrative fee.
 - 4. Dealer prep – based on the apparatus model.
 - 5. Dealer delivery and training as per NFPA.
 - 6. Aerials, Industrial Pumpers, and ARFF configurations include 3 days of training as part of the base apparatus pricing.

iii. Optional Pricing Adjustments:

1. "HOT LIST" or "Clearance Units" – results in higher discount based on age and mileage. Results in lower cost.
2. "Special Promotions" – results in lower cost.
3. Change in Quantity – results in lower cost or upcharge based on changes.
4. Change Orders – results in lower cost or upcharge based on changes.
5. Driveway – as noted above, could result in lower cost or upcharge.
6. Dealer PDI – this is a fixed cost. Dealer may elect to lower the fee resulting in lower cost.
7. Prepay Discounts – results in discount.
8. Multiple Unit Discount (as noted below) – For a base line, we will provided a minimum 1% volume discount with the purchase of 3 or more units. This does not apply to the units discounted at a "flat rate". *We will however review the overall scope of the purchase and reserve the right to work with the NJPA member to agree on an overall price agreeable to all parties.*
9. Trade-In Allowances – result in lower cost.
10. Performance Bond – results in added charges.
11. Dealer Supplied Equipment – results in added charges.
12. Dealer Supplied Misc – results in added charges.
13. Extended Coverages – results in added charges.
14. Added Training – results in added charges.
15. Trips – Prebuild – results in added charges based on # of members.
16. Trips – Mid Point Inspection – results in added charges based on # of members.
17. Trips – Final Inspection – results in added charges based on # of members.
18. Canadian Domiciled Units – Department of Motor Vehicles require a vehicle inspection before the apparatus can put the unit in service – results in added charges.
19. Canadian Domiciled Units – Canadian NJPA members have the option for quotes in U.S. or Canadian currency. If they choose Canadian, our quoting system provides automatic updates to help with the currency rate fluctuations. The published rate is based on an average of the last 7 days. The detail behind the Exchange Rate calculation can be provided to the NJPA member if requested. The NJPA member can lock in the rate for up to 30 days. (example: quotes locked in today, 02/23/2018, would be at 1.275)

Detail for USD to Canadian Exchange Rate

Date:	Rate:	Rate Adjusted:
22-FEB-18	1.2671	1.2871
21-FEB-18	1.2604	1.2804
20-FEB-18	1.2564	1.2764
19-FEB-18	1.2506	1.2706
18-FEB-18	1.2506	1.2706
17-FEB-18	1.2506	1.2706
16-FEB-18	1.249	1.269
15-FEB-18	1.2575	1.2775

E-ONE Apparatus Model Pricing Strategy – Quick Reference Guide

Model/SKU	Discount off MSRP	Notes
Commercial Mini-Pumpers	\$5,000	Pre-discounted – Priced to Market – Flat fee discount
Commercial Pumpers – Value One	\$25,000	Pre-discounted – Priced to Market – Flat fee discount
Commercial Pumpers	7%	E-ONE portion only – see notes below
Custom Pumpers – Value One	15%	Only available on Typhoon Chassis
Custom Pumpers	16-17%	Depends on the selected Chassis
Custom Urban Interface	16-17%	Depends on the selected Chassis
Commercial Tankers – Value One	\$10,000	Pre-discounted – Priced to Market – Flat fee discount
Commercial Wetside Tankers	\$15,000	Pre-discounted – Priced to Market – Flat fee discount
Commercial Tankers	7%	E-ONE portion only – see notes below
Custom Tankers	16-17%	Depends on the selected Chassis
Commercial Light Rescues	\$5,000	Pre-discounted – Priced to Market – Flat fee discount
Commercial Heavy Rescues	5%	E-ONE portion only – see notes below
Custom Heavy Rescues	14-15%	Depends on the selected Chassis
Custom Aerial Booms	16-17%	Depends on the selected Chassis
Custom Aerial Ladder – Typhoon HP75	20%	
Custom Aerial Ladders	16-17%	Depends on the selected Chassis
Custom Aerial Platforms	17%	
Custom Aerial Articulated Platforms	12%	E-ONE portion only – see notes below
Watermaster	\$15,000	Pre-discounted – Priced to Market – Flat fee discount
Wildlands – Initial Attack	\$5,000	Pre-discounted – Priced to Market – Flat fee discount
Wildlands – Type III	7%	E-ONE portion only – see notes below
Industrial – Commercial Pumpers	5%	E-ONE portion only – see notes below
Industrial – Custom Pumpers	12-13%	Depends on the selected Chassis
Industrial – Custom Booms	12-13%	Depends on the selected Chassis
Industrial – Custom Platforms	13%	
Industrial – Custom Articulated Platforms	8%	E-ONE portion only – see notes below
ARFF – 4 X 4	7%	
ARFF – 6 X 6	7%	
ARFF - Ecologic	0%	ARFF Foam Tester -- New Product

Please note:

I have provided examples of price comparisons on many of the models. These are based on actual E-ONE, Dealer, or Customer “custom” configured apparatus. I was limited in scope as I could only use those which were configured under the current price slot.

Items designated as “Pass thru” by E-ONE are broken out separately within our quoting system. Items in this category include training, commercial chassis, brokered items, etc.). These items are not discounted.

All prices effective 11/01/17.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

E-ONE Initial Attack Pumps

- This section covers Industrial Pumps which are built on a third party OEM Commercial Cab/Chassis
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Initial Attack Pumper Pricing Notes:

- Initial Attack pumper models are priced MSRP minus \$5,000 - Priced to Market – Flat fee discount
- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
IAVA-COMM	Initial Attack, SM Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example 323,877.10	\$5,000 Flat Fee	MSRP minus \$5,000 Example \$227,877.10
IAVS-COMM	Initial Attack, SM Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000

E-ONE Commercial Pumpers

- This section covers Pumpers which are built on a third party OEM Commercial Cab/Chassis
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Commercial Pumper Pricing Notes:

- Value One pumper models are priced at MSRP minus \$25,000 - Priced to Market – Flat fee discount
- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)
- Remaining Commercial Pumpers in this section are priced at MSRP minus 7% on only the E-ONE portion of the apparatus.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
ESPA-COMM	Value One Pumper T Tank Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$279,347.50	\$25,000 Flat Fee	MSRP minus \$25,000 Example: \$254,347.50
XPSS-COMM	Value One LBT Pumper Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$285,370.00	\$25,000 Flat Fee	MSRP minus \$25,000 Example: \$260,370.00
ESRA-COMM	Value One Rescue Pumper R Tank Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$25,000 Flat Fee	MSRP minus \$25,000
XRSS-COMM	Value One LBT Rescue Pumper Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	\$25,000 Flat Fee	MSRP minus \$25,000
PSLS-COMM	Mainline SM Pumper L Tank Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PSRS-COMM	Mainline SM Pumper R Tank Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PMPR-COMM	Mainline SM Pumper T Tank Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$291,858.60	7% off E-ONE portion of apparatus.	MSRP minus 7% Example: \$277,610.75
PSTS-COMM	Mainline SM Pumper T Tank Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PSRT-COMM	Mainline TM Pumper R Tank Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PSTT-COMM	Mainline TM Pumper T Tank Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PSTE-COMM	Mainline TM Enclosed Pumper Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%

PMRM-COMM	Mainline RM Pumper Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%
PAEM-COMM	Mainline eMAX Pumper Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$406,181.60	7% off E-ONE portion of apparatus.	MSRP minus 7% Example: \$387,793.62
PSEM-COMM	Mainline eMAX Pumper Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off E-ONE portion of apparatus.	MSRP minus 7%

E-ONE Industrial Commercial Pumpers

- This section covers Industrial Pumpers which are built on a third party OEM Commercial Cab/Chassis
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Industrial Commercial Pumper Pricing Notes:

- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)
- Commercial Industrial Pumpers in this section will be priced at MSRP minus 5% on only the E-ONE portion of the apparatus.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
IATS-COMM	Industrial Pumper, T-Tank, SM Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	5% off E-ONE portion of apparatus.	MSRP minus 5%
IATT-COMM	Industrial Pumper, T-Tank, TM Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	5% off E-ONE portion of apparatus.	MSRP minus 5%

E-ONE Custom Pumpers

- This section covers Pumpers which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Pumper Pricing Notes:

- E-ONE Custom Cab/Chassis Value One Pumper models in this section are priced at MSRP minus 15%. Only available on the Typhoon Chassis.
- Remaining E-ONE Custom Cab/Chassis Pumpers in this section will be priced at MSRP minus 16% -17% depending on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
ESPA-TYPH	Value One SM Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
ESRA-TYPH	Value One SM Rescue Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
XPSS-TYPH	Value One LBT Pumper Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	15%	MSRP minus 15%
XRSS-TYPH	Value One LBT Rescue Pumper Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$507,079.10	15%	MSRP minus 15% Example: \$431,017.24
PMPR- TYPH	Mainline SM Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$390,980.70	16%	MSRP minus 16% Example: \$328,423.79
PMPR-CYC2	Mainline SM Pumper Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PMPR-QST2	Mainline SM Pumper Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$843,879.30	17%	MSRP minus 17% Example: \$700,419.82
PSLS-TYPH	Mainline SM Pumper L Tank Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
PSLS-CYC2	Mainline SM Pumper L Tank Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSLS-QST2	Mainline SM Pumper L Tank Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%

PSRS-TYPH	Mainline SM Pumper R Tank Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$518,590.60	16%	MSRP minus 16% Example: \$435,616.10
PSRS-CYC2	Mainline SM Pumper R Tank Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSRS-QST2	Mainline SM Pumper R Tank Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSRT-TYPH	Mainline TM Pumper R Tank Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$753,918.00	16%	MSRP minus 16% Example: \$633,291.12
PSRT-CYC2	Mainline TM Pumper R Tank Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSRT-QST2	Mainline TM Pumper R Tank Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSTS-TYPH	Mainline SM Pumper T Tank Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
PSTS-CYC2	Mainline SM Pumper T Tank Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$805,446.40	17%	MSRP minus 17% Example: \$669,877.76
PSTS-QST2	Mainline SM Pumper T Tank Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSTT-TYPH	Mainline TM Pumper T Tank Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
PSTT-CYC2	Mainline TM Pumper T Tank Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSTT-QST2	Mainline TM Pumper T Tank Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PMRM-TYPH	Mainline RM Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$843,879.30	16%	MSRP minus 16%
PMRM-CYC2	Mainline RM Pumper Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PMRM-QST2	Mainline RM Pumper Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PAEM-TYPH	Mainline eMAX Rescue Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$668,739.50	16%	MSRP minus 16% Example: \$561,741.18
PAEM-CYC2	Mainline eMAX Rescue Pumper Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%

PAEM-QST2	Mainline eMAX Rescue Pumper Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$901,403.80	17%	MSRP minus 17% Example: \$748,165.15
PSEM-TYPH	Mainline eMAX Pumper Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$672,474.00	16%	MSRP minus 16% Example: \$566,203.09
PSEM-CYC2	Mainline eMAX Pumper Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSEM-QST2	Mainline eMAX Pumper Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PAEM-CHSH	Mainline eMAX Rescue Pumper Cyclone II HS Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$678,410.70	17%	MSRP minus 17% Example: \$563,080.88
PAEM-QHSH	Mainline eMAX Rescue Pumper Quest HS Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PAEU-TYPH	Mainline eMAX U/I Pumper Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
PAEU-CYC2	Mainline eMAX U/I Pumper Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PAEU-QST2	Mainline eMAX U/I Pumper Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%

E-ONE Industrial Custom Pumpers

- This section covers Industrial Pumpers which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Industrial Custom Pumper Product Pricing Notes:

- E-ONE Custom Cab/Chassis Industrial Pumpers in this section will be priced at MSRP minus 12% to 13% depending on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
IATS-TYPH	Industrial Pumper, T-Tank, SM Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	12%	MSRP minus 12%
IATS-CYC2	Industrial Pumper, T-Tank, SM Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
IATS-QST2	Industrial Pumper, T-Tank, SM Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
ISTS-CYC2	Industrial Pumper, T-Tank, SM Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	13%	MSRP minus 13%
IATT-TYPH	Industrial Pumper, T-Tank, TM Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	12%	MSRP minus 12%
IATT-CYC2	Industrial Pumper, T-Tank, TM Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$793,404.70	13%	MSRP minus 13% Example: \$690,262.09
IATT-QST2	Industrial Pumper, T-Tank, TM Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
IARM-TYPH	Industrial Pumper, T-Tank, RM Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	12%	MSRP minus 12%
IARM-CYC2	Industrial Pumper, T-Tank, RM Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
IARM-QST2	Industrial Pumper, T-Tank, RM Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%

E-ONE Commercial Tankers/Watermasters

- This section covers Tankers which are built on a third party OEM Commercial Cab/Chassis
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Commercial Tanker Pricing Notes:

- Value One Tanker models will be priced at MSRP minus \$10,000 (Priced to Market – Flat fee discount)
- Watermasters Vacuum Tankers and Wetside Tankers in this section will be priced at MSRP minus \$15,000 (Priced to Market – Flat fee discount)
- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)
- Remaining Commercial Tankers in this section will be priced at MSRP -7% on only the E-ONE portion of the apparatus.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
ESTA-COMM	Value One Commercial Tanker Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$10,000 Flat Fee	MSRP minus \$10,000
TSSA-COMM	Tanker, Single Axle, Side Mount Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$395,432.40	7% off the E-ONE portion of the apparatus.	MSRP minus 7% Example: \$375,498.10
TSSS-COMM	Tanker, Single Axle, Side Mount Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TSTA-COMM	Tanker, Single Axle, Top Mount Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TSTS-COMM	Tanker, Single Axle, Top Mount Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TSTE-COMM	Tanker, Single Axle, TM Enclosed Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TTSA-COMM	Tanker, Tandem Axle, Side Mount Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$481,152.10	7% off the E-ONE portion of the apparatus.	MSRP minus 7% Example: \$457,872.54
TTSS-COMM	Tanker, Tandem Axle, Side Mount Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TTTA-COMM	Tanker, Tandem Axle, Top Mount Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%
TTTS-COMM	Tanker, Tandem Axle, Top Mount Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%

WMSS-COMM	Water Master Vacuum Tanker Commercial OEM Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member Example: \$355,861.40	\$15,000 Flat Fee	MSRP minus \$15,000 Example: \$340,861.40
WMST-COMM	Water Master Vacuum Tanker Commercial OEM Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	\$15,000 Flat Fee	MSRP minus \$15,000
WTSA-COMM	Tanker, Wetside, Single Axle Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$15,000 Flat Fee	MSRP minus \$15,000
WTSS-COMM	Tanker, Wetside, Single Axle Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$322,649.10	\$15,000 Flat Fee	MSRP minus \$15,000 Example: \$307,649.10
WTTA-COMM	Tanker, Wetside, Tandem Axle Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$15,000 Flat Fee	MSRP minus \$15,000
WTTS-COMM	Tanker, Wetside, Tandem Axle Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	\$15,000 Flat Fee	MSRP minus \$15,000

E-ONE Custom Tankers

- This section covers tankers which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Tanker Pricing Notes:

- E-ONE Custom Cab/Chassis Tankers in this section will be priced at MSRP minus 16% to 17% depending on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
TSSA-TYPH	Tanker, Single Axle, Side Mount, Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
TSSA-CYC2	Tanker, Single Axle, Side Mount, Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$640,457.40	17%	MSRP minus 17% Example: \$531,579.64
TSSA-QST2	Tanker, Single Axle, Side Mount, Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TSSS-TYPH	Tanker, Single Axle, Side Mount, Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
TSSS-CYC2	Tanker, Single Axle, Side Mount, Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
TSTA-TYPH	Tanker, Single Axle, Top Mount, Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
TSTA-CYC2	Tanker, Single Axle, Top Mount, Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TSTA-QST2	Tanker, Single Axle, Top Mount, Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TSTS-TYPH	Tanker, Single Axle, Top Mount, Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
TSTS-CYC2	Tanker, Single Axle, Top Mount, Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
TTSA-TYPH	Tanker, Tandem Axle, Side Mount, Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$652,000.00	16%	MSRP minus 16% Example: \$547,680.67
TTSA-CYC2	Tanker, Tandem Axle, Side Mount, Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%

TTSA-QST2	Tanker, Tandem Axle, Side Mount, Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TTSS-TYPH	Tanker, Tandem Axle, Side Mount, Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
TTSS-CYC2	Tanker, Tandem Axle, Side Mount, Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
TTTA-TYPH	Tanker, Tandem Axle, Top Mount, Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
TTTA-CYC2	Tanker, Tandem Axle, Top Mount, Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TTTA-QST2	Tanker, Tandem Axle, Top Mount, Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
TTTS-TYPH	Tanker, Tandem Axle, Top Mount, Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
TTTS-CYC2	Tanker, Tandem Axle, Top Mount, Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%

E-ONE Commercial Rescues

- This section covers Rescues which are built on a third party OEM Commercial Cab/Chassis
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple OEM Commercial Chassis manufacturers, models, and options
 - Multiple body designs, modifications, and options
 - Non Walk-Ins
 - Walk-Ins
 - Command
 - Combo
 - If a wet Rescue:
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Commercial Rescue Pricing Notes:

- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)
- Commercial Light Rescues in this section will be priced at MSRP minus \$5,000 - Priced to Market – Flat fee discount
- Commercial Heavy Rescues in this section will be priced at MSRP minus 5% on only the E-ONE portion of the apparatus.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
RELN-COMM	Light Rescue, Non Walk-In OEM Commercial Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$213,206.90	\$5,000 Flat Fee	MSRP minus \$5,000 Example: \$208,206.90
RSLN-COMM	Light Rescue, Non Walk-In OEM Commercial Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000
RELW-COMM	Light Rescue, Walk-In OEM Commercial Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000
REHN-COMM	Heavy Rescue, Non Walk-In OEM Commercial Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	5% off the E-ONE portion of the apparatus.	MSRP minus 5%
RSHN-COMM	Heavy Rescue, Non Walk-In OEM Commercial Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$362,155.20	5% off the E-ONE portion of the apparatus.	MSRP minus 5% Example: \$349,302.42
REHW-COMM	Heavy Rescue, Walk-In OEM Commercial Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	5% off the E-ONE portion of the apparatus.	MSRP minus 5%
RSHW-COMM	Heavy Rescue, Walk-In OEM Commercial Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	5% off the E-ONE portion of the apparatus.	MSRP minus 5%

E-ONE Custom Rescues

- This section covers Rescues which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple body designs and lengths, modifications, and options
 - Non Walk-Ins
 - Walk-Ins
 - Command
 - Combo
 - If a wet Rescue:
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Rescue Pricing Notes:

- E-ONE Custom Cab/Chassis Rescues in this section will be priced at MSRP minus 14% to 15% based on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
REHN-TYPH	Heavy Rescue, Non Walk-In Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	14%	MSRP minus 14%
REHN-CYC2	Heavy Rescue, Non Walk-In Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
REHN-QST2	Heavy Rescue, Non Walk-In Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
RSHN-TYPH	Heavy Rescue, Non Walk-In Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member Example: \$586,311.00	14%	MSRP minus 14% Example: \$505,386.77
RSHN-CYC2	Heavy Rescue, Non Walk-In Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	15%	MSRP minus 15%
RSHN-QST2	Heavy Rescue, Non Walk-In Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	15%	MSRP minus 15%
REHW-TYPH	Heavy Rescue, Walk-In Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	14%	MSRP minus 14%
REHW-CYC2	Heavy Rescue, Walk-In Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
REHW-QST2	Heavy Rescue, Walk-In Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	15%	MSRP minus 15%
RSHW-TYPH	Heavy Rescue, Walk-In Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	14%	MSRP minus 14%
RSHW-CYC2	Heavy Rescue, Walk-In Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	15%	MSRP minus 15%

RSHW-QST2

Heavy Rescue, Walk-In
Quest Custom Cab/Chassis
Stainless Steel Body

As custom
configured by NJPA
member

15%

MSRP minus 15%

E-ONE Custom Aerial Booms

- This section covers Aerial Booms which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple body designs and lengths, modifications, and options
 - A pump module designed as a one man operation w multiple options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Aerial Booms Pricing Notes:

- E-ONE Custom Cab/Chassis Booms in this section will be priced at MSRP minus 16% to 17% depending on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
PMPR-TYPH-050B	50' Aluminum Teleboom Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
PSPR-TYPH-050B	50' Aluminum Teleboom Typhoon Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
PMPR-CYC2-050B	50' Aluminum Teleboom Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example: \$935,448.80	17%	MSRP minus 17% Example: \$780,870.30
PSPR-CYC2-050B	50' Aluminum Teleboom Cyclone II Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
PMPR-QST2-050B	50' Aluminum Teleboom Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
PSPR-QST2-050B	50' Aluminum Teleboom Quest Custom Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%

E-ONE Industrial Custom Aerial Booms

- This section covers Industrial Aerial Booms which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple body designs and lengths, modifications, and options
 - A pump module designed as a one man operation w multiple options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Industrial Custom Aerial Boom Pricing Notes:

- E-ONE Custom Cab/Chassis Booms in this section will be priced at MSRP minus 13% depending on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
AEIM-TYPH-050B	50ft. Teleboom (IND) Typhoon Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	12%	MSRP minus 12%
AEIM-CYC2-050B	50ft. Teleboom (IND) Cyclone II Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
AEIM-QST2-050B	50ft. Teleboom (IND) Quest Custom Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%

E-ONE Custom Aerial Ladders

- This section covers Aerial Ladders which are built on an E-ONE Custom Cab/Chassis
 - Typhoon, Cyclone II, and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple aerial ladder designs, modifications, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Aerial Ladder Pricing Notes:

- E-ONE Custom Cab/Chassis 75' Aerial Ladder with a Typhoon Cab/Chassis will be priced at MSRP minus 20%.
- Remaining E-ONE Custom Cab/Chassis Ladders in this section will be priced at MSRP minus 16% to 17% based on the selected chassis.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
AERM-TYPH-075L	75ft. RM Aluminum Ladder Typhoon Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member Example \$826,280.40	20%	MSRP minus 20% Example \$662,064.26
ASRM-TYPH-075L	75ft. RM Aluminum Ladder Typhoon Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	20%	MSRP minus 20%
AERM-CYC2-075L	75ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member Example \$856,581.00	17%	MSRP minus 17% Example \$711,846.18
ASRM-CYC2-075L	75ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-075L	75ft. RM Aluminum Ladder Quest Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-QST2-075L	75ft. RM Aluminum Ladder Quest Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-TYPH-078L	78ft. RM Aluminum Ladder Typhoon Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member	16%	MSRP minus 16%
ASRM-TYPH-078L	78ft. RM Aluminum Ladder Typhoon Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	16%	MSRP minus 16%
AERM-CYC2-078L	78ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-CYC2-078L	78ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-078L	78ft. RM Aluminum Ladder Quest Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-QST2-078L	78ft. RM Aluminum Ladder Quest Custom Cab/Chassis SA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%

AERM-CYC2-M100	100ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis SA Extruded Aluminum Body	As custom configured by NJPA member Example \$1,032,660.20	17%	MSRP minus 17% Example \$857,991.92
AERM-CYC2-100L	100ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member Example \$1,242,001.20	17%	MSRP minus 18% Example \$1,019,376.93
ASRM-CYC2-100L	100ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-100L	100ft. RM Aluminum Ladder Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-QST2-100L	100ft. RM Aluminum Ladder Quest Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AETI-CYC2-100L	100ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis TDA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AETI-QST2-100L	100ft. RM Aluminum Ladder Quest Custom Cab/Chassis TDA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-SL10	105ft. RM Domex Steel Ladder Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-CYC2-SL10	105ft. RM Domex Steel Ladder Cyclone II Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-SL10	105ft. RM Domex Steel Ladder Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-QST2-SL10	105ft. RM Domex Steel Ladder Quest Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-110L	110ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-110L	110ft. RM Aluminum Ladder Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-137L	137ft. RM Aluminum Ladder Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member Example \$1,326,482.30	17%	MSRP minus 17% Example \$1,105,926.27
AERM-QST2-137L	137ft. RM Aluminum Ladder Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%

E-ONE Custom Aerial Platforms

- This section covers Aerial Platforms which are built on an E-ONE Custom Cab/Chassis
 - Cyclone II and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple aerial platform designs, modifications, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Custom Aerial Platform Pricing Notes:

- For the Articulated Aerial Device - There is a charge for aerial prep (wiring, mounts, misc items in preparation to mount to our chassis, body, tank, pump module, etc. and final programming.)
- Custom E-ONE Cab/Chassis Industrial Aerial Articulated Platforms in this section will be priced at MSRP minus 12% on only the E-ONE portion of the apparatus.
- Remaining E-ONE Custom Cab/Chassis Aerial Platforms in this section will be priced at MSRP minus 17%.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
AERM-CYC2-092P	92ft. RM Aluminum Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member Example \$1,291,903.8	17%	MSRP minus 17% Example \$1,073,164.10
AERM-QST2-092P	92ft. RM Aluminum Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AEMM-CYC2-095P	95ft. MM Aluminum Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AEMM-QST2-095P	95ft. MM Aluminum Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-100P	100ft. RM Aluminum Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-CYC2-100P	100ft. RM Aluminum Platform Cyclone II Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-QST2-100P	100ft. RM Aluminum Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
ASRM-QST2-100P	100ft. RM Aluminum Platform Quest Custom Cab/Chassis TA Stainless Steel Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-SP10	100ft. RM Domex Steel Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member Example: \$1,466,810.40	17%	MSRP minus 17% Example: \$1,218,336.58
AERM-QST2-SP10	100ft. RM Domex Steel Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	17%	MSRP minus 17%
AERM-CYC2-118A	118ft. RM Articulated Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%

AERM-QST2-118A	118ft. RM Articulated Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-CYC2-ARTP	100ft. RM Articulated Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member Example: \$1,630,748.90	12% off the E-ONE portion of the apparatus.	MSRP minus 12% Example: \$1,511,959.99
AERM-QST2-ARTP	100ft. RM Articulated Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-CYC2-ARTP	114ft. RM Articulated Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-QST2-ARTP	114ft. RM Articulated Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-CYC2-ARTP	116+ft. RM Articulated Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-QST2-ARTP	116+ft. RM Articulated Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-CYC2-ARTP	134ft. RM Articulated Platform Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%
AERM-QST2-ARTP	134ft. RM Articulated Platform Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	12% off the E-ONE portion of the apparatus.	MSRP minus 12%

E-ONE Industrial Custom Aerial Platforms

- This section covers Aerial Platforms which are built on an E-ONE Custom Cab/Chassis
 - Cyclone II and Quest
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple aerial platform designs, modifications, and options
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Industrial Custom Aerial Platform Pricing Notes:

- For the Articulated Aerial Device - There is a charge for aerial prep (wiring, mounts, misc items in preparation to mount to our chassis, body, tank, pump module, etc. and final programming.)
- E-ONE Custom Cab/Chassis Industrial Aerial Articulated Platforms will be priced at MSRP minus 13% on only the E-ONE portion of the apparatus.
- Remaining E-ONE Custom Cab/Chassis Industrial Platforms in this section will be priced at MSRP minus 13%.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
AEIR-CYC2-100P	100ft. RM Aluminum Platform (IND) Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
AEIR-QST2-100P	100ft. RM Aluminum Platform (IND) Quest Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	13%	MSRP minus 13%
AEIR-CYC2-118A	118ft. RM Articulated Platform (IND) Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	8% off the E-ONE portion of the apparatus.	MSRP minus 8%
AEIR-CYC2-ARTP	RM Articulated Platform (IND) Cyclone II Custom Cab/Chassis TA Extruded Aluminum Body	As custom configured by NJPA member	8% off the E-ONE portion of the apparatus.	MSRP minus 8%

E-ONE Initial Attack/Type III

- This section covers Initial Attack/Type III Products which are built on a Commercial OEM Cab/Chassis
 - Multiple OEM Commercial Chassis options
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

Initial Attack/Type III Product Pricing Notes:

- For the OEM Commercial Chassis - There is a chassis prep fee (covers wiring, mounts, misc items in preparation to mount to our body, tank, pump module, etc. and final programming.)
- Initial Attack/Type III products in this section will be priced at MSRP minus \$5,000 - Priced to Market – Flat fee discount
- Commercial Type III Pumpers in this section will be priced at MSRP minus 7% on only the E-ONE portion of the apparatus.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
IAVA-COMM	Initial Attack, SM Commercial OEM Cab/Chassis Extruded Aluminum Body	As custom configured by NJPA member Example 323,877.10	\$5,000 Flat Fee	MSRP minus \$5,000 Example \$227,877.10
IAVS-COMM	Initial Attack, SM Commercial OEM Cab/Chassis Stainless Steel Body	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000
WLBT-COMM	Wildlands, Brush Truck, Commercial	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000
WLMP-COMM	Wildlands, Mini Pumper, Commercial OEM Chassis Extruded Aluminum Body	As custom configured by NJPA member	\$5,000 Flat Fee	MSRP minus \$5,000
WLSP-COMM	Wildlands, Type III, SM Commercial OEM Chassis Stainless Steel Body	As custom configured by NJPA member	7% off the E-ONE portion of the apparatus.	MSRP minus 7%

E-ONE ARFFs

- This section covers ARFF Products which are built on a E-ONE Custom Cab/Chassis
 - Multiple Custom Cab/Chassis options
- The NJPA member will be able to custom design a unit to meet his needs and mission requirements
 - Multiple body designs, modifications, and options
 - Multiple pump module configurations and options
 - Multiple pump ratings and options
 - Multiple tank sizes and options

ARFF Product Pricing Notes:

- E-ONE Custom Cab/Chassis ARFF products in this section will be priced at MSRP minus 7%.

E-ONE reserves the right to provide a higher discount based on the product mix and/or overall deal strategy.

Apparatus Model (SKU)	Apparatus Descriptions	Base Price MSRP	Discount off MSRP	NJPA Adjusted Price
ARFF-4X4F	ARFF , 4x4 Fixed Axle	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-4X4I	ARFF , 4x4 Independent Axle	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-4X4I-050B	ARFF , 4x4 Independent Axle, 50 Foot Boom	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-4XTF	4x4 P801 Titan	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-4XTF-050B	x4 w/boom P702 Titan Force	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-6X6F	ARFF , 6x6 Fixed Axle	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-6X6I	ARFF , 6x6 Independent Axle	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-6X6I-050B	ARFF , 6x6 Independent Axle, 50 Foot Boom	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF-6XTF	6x6 P801 Titan Force	As custom configured by NJPA member Example \$898,708.80	7%	MSRP minus 7% Example \$835,799.18
ARFF-6XTF-050B	6x6 w/boom P712 Titan Force	As custom configured by NJPA member	7%	MSRP minus 7%
ARFF - ECOLOGIC	Patented ARFF Foam System Tester	New Product	0%	MSRP minus 0%

- b. **Category: Fire Apparatus Trade-Ins:** *This is a "third party" vendor supplied option*
 - i. Vendor, dealer, and NJPA member will agree on the proposed trade-in value.
 - ii. Contract is between the vendor, dealer, and NJPA member.
 - iii. Vendor, Dealer, and NJPA member should document what is and is not covered in the trade-in proposal.
- c. **Category: Fire Apparatus Pre-Pay Discounts:** The selling dealer (E-ONE if no dealer) will provide the NJPA member a pre-pay discount dollar amount. The amount of the discount varies based on the apparatus model, the number of units, the amount being paid down on the purchase, and the estimated delivery.
- d. **Category: Fire Apparatus Surety Bonds:** This is an option which can be selected by the NJPA member. The current cost of a Performance Bond will be quoted at \$4 per \$1000 based on the total price.
- e. **Category: Fire Apparatus Leasing:** There is no index for leasing rates. However, REV Leasing will shop for the lowest rates available at the time of purchase. It is our goal to provide the NJPA member the most competitive leasing rates we can find, lower the total acquisition cost, and secure the order.
- f. **Category: Fire Apparatus Parts:** Parts purchased direct from E-ONE will be at list price. We encourage NJPA members to work directly with our Dealer Partners to secure more competitive pricing. Our dealer contracts provide protected territories and restricts us from competing directly with our dealers. The dealer however can sell parts at a price to compete in his market, thus be more competitive. E-ONE will handle areas with no dealer direct with the NJPA member. *Parts are priced FOB Ocala, FL.*
- g. **Category: Training:** *(see details on Form A Question 27)*
 - i. Cost – \$475.00 per person, per class. *(Does not include travel and lodging by the enrollee)*
 - ii. If taking an EVT class each member must pay an additional \$60.00 for the EVT test. Students will have the opportunity to test out for EVT certification prior to their departure from Ocala.
 - iii. NJPA members may also opt to discuss conducting remote training at a location of their choice. The fee for this type training is \$650.00 per day plus travel expenses.
 - iv. Please note there is a \$100 fee for cancelling registration within 30 days of the class date.
- h. **Category: Optional Warranties:** Dealer Net + 10%.
 - i. E-ONE extended warranties
 - ii. Vendor component extended warranties
 - iii. Third Party drivetrain warranties
- i. **Category: Collision Repair:**
 - i. **Performed by E-ONE** - Quoted as "time and material". E-ONE, Dealer, and NJPA member must be in agreement with the quoted price for the scope of the work to be done. Depending on the amount of prep work required by the dealer, the dealer may be allowed up to a maximum of 10% markup.
 - ii. **Performed by Dealer** – Quoted as "time and material". Dealer, and NJPA member must be in agreement with the quoted price for the scope of the work to be done.
- j. **Category: Refurbs/Upgrades:**
 - i. **Performed by E-ONE** - Quoted as "time and material". E-ONE, Dealer, and NJPA member must be in agreement with the quoted price for the scope of the work to be done. Depending on the amount of prep work required by the dealer, the dealer may be allowed up to a maximum of 10% markup.
 - ii. **Performed by Dealer** - Quoted as "time and material". Dealer, and NJPA member must be in agreement with the quoted price for the scope of the work to be done.
- k. **Category: Service/Maintenance Contracts:** Quoted at "time and materials" base on the scope of the work requested by the NJPA member. Discounts could apply based on the amount of work contracted. The majority of these will be contracted thru our E-ONE dealers.
- l. **Category: Sourced Goods:** Quoted as "time and materials" base on the scope of the work requested by the NJPA member. Discounts could apply based on the amount of work contracted. The majority of these will be contracted thru our E-ONE dealers. An example of such items is listed on Form A, Question 3, Section J.

- m. **Category: Third Party Services:** *This is a "third party" vendor supplied option.* Quoted as "time and materials" base on the scope of the work requested by the NJPA member. Discounts could apply based on the amount of work contracted. The majority of these will be contracted thru our E-ONE dealers. Will be billed to NJPA member at vendor invoice plus 30%.
- Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
 - a. **Category: Fire Apparatus:** Discount ranges from 0% to 20% off MSRP (see tables)
 - b. **Category: Fire Apparatus Trade-Ins:** 0% (quoted by third party vendors).
 - c. **Category: Fire Apparatus Pre-Pay Discounts:** Discount ranges from 0% to 4% off dealer net.
 - d. **Category: Fire Apparatus Surety Bonds:** 0% (purchased from third party).
 - e. **Category: Fire Apparatus Leasing:** 0% (is competitively quoted at lowest rates we can negotiate).
 - f. **Category: Fire Apparatus Parts:** 0% (if purchased direct from E-ONE). Can be negotiated by the NJPA members with the local E-ONE dealer.
 - g. **Category: Training:** 0% (see details on Form A Question 27).
 - h. **Category: Optional Warranties:** 0% (Some are E-ONE administered and priced, while the majority are purchased from 3rd parties).
 - i. **Category: Collision Repair:** 0% (quoted at time and materials based on NJPA member needs).
 - j. **Category: Refurbs/Upgrades:** 0% (quoted at time and materials base on NJPA member needs).
 - k. **Category: Service/Maintenance Contracts:** 0% (quoted at time and materials base on NJPA member needs).
 - l. **Category: Sourced Goods:** 0% *See Form A, Question 3, Section J.* (the majority of these will be contracted thru our E-ONE dealers by your NJPA members).
 - m. **Category: Third Party Services:** 0% (the majority of these services will be thru our dealer/partners via third party providers and quoted to the NJPA member).
 - The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - X d. other than what the Proposer typically offers (please describe). – We have never offered our products at a discount off MSRP and never offered the additional portfolio of solutions within a given proposal. We have been careful to offer our products at prices similar to those proposed in other contracts.
 - Describe any quantity or volume discounts or rebate programs that you offer.
 - a. **Category: Fire Apparatus:** Depends on the product mix.
 - i. Some products are already value priced and have very close margins.
 - ii. Some products allow for more flexibility.
 - iii. For a base line, we will provided a minimum 1% volume discount with the purchase of 3 or more units. This does not apply to the units discounted at a "flat rate". *We will however review the overall scope of the purchase and reserve the right to work with the NJPA member to agree on an overall price agreeable to all parties.*
 - b. **Category: Fire Apparatus Trade-Ins:** None (Third Party).
 - c. **Category: Fire Apparatus Pre-Pay Discounts:** None (Fixed Discounts).
 - d. **Category: Fire Apparatus Surety Bonds:** None (Fixed Percentages).
 - e. **Category: Fire Apparatus Leasing:** None (We will offer best rate possible at time of quote).

- f. **Category: Fire Apparatus Parts:** Can be negotiated at time of quote base on volume and/or quantity.
 - g. **Category: Training:** None (Fixed Pricing).
 - h. **Category: Optional Warranties:** None (Fixed pricing based on model, time, and miles).
 - i. **Category: Collision Repairs:** Can be negotiated at time of quote based on “time and materials”.
 - j. **Category: Refurb/Upgrades:** Can be negotiated at time of quote based on “time and materials”.
 - k. **Category: Service/Maintenance Contracts:** Can be negotiated at time of quote based on “time and materials” and the overall scope of the work to be completed.
 - l. **Category: Sourced Goods:** Can be negotiated at time of quote based on “time and materials” and the overall scope of the work to be completed.
 - m. **Category: Testing and Compliance (Third Party Services):** Can be negotiated at time of quote based on “time and materials” and the overall scope of the work to be completed.
 - n. ***E-ONE reserves the right to provide a higher discount based on the product mix and/or deal strategy.***
- **Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”.** For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
 - a. **Category: Fire Apparatus:** Items we do not offer as standard options are call CR’s (Customer Request). Our Applied Engineering team would investigate the scope of the work to be completed (labor and material) and establish a MSRP. Depending on the apparatus model, we would apply the same proposed discount off MSRP for the NJPA member price.
 - b. **Category: Fire Apparatus Trade-Ins:** Does not apply.
 - c. **Category: Fire Apparatus Pre-Pay Discounts:** Does not apply.
 - d. **Category: Fire Apparatus Surety Bonds:** Does not apply.
 - e. **Category: Fire Apparatus Leasing:** Does not apply.
 - f. **Category: Fire Apparatus Parts:** Items E-ONE stocks as part of our fire apparatus production can all be purchased by NJPA members. All parts sold by E-ONE to a NJPA member will be at list price. The same would apply to sourced parts. We suggest the NJPA member work directly with our dealer partners for more competitive pricing on sourced items. Each dealer has different pricing/discount matrixes with the vendors they represent. The dealer will need to work with the NJPA member to develop a competitive pricing strategy to secure the NJPA member’s business.
 - g. **Category: Training:** The E-ONE Training department can customize training programs to meet the goals of a NJPA member. *The pricing would be the same as stated on Form A, Question 27.*
 - h. **Category: Optional Warranties:** If custom warranties were designed to meet a specific NJPA member’s need, this would be negotiated with the vendors offering the custom warranty coverage.
 - i. **Category: Collision Repairs:** Direct thru E-ONE or our Dealer Partners. This category would be quoted as “time and materials” to complete the work.
 - j. **Category: Refurb/Upgrades:** Direct thru E-ONE or our Dealer Partners. This category would be quoted as “time and materials” to complete the work.
 - k. **Category: Service/Maintenance Contracts:** Direct thru E-ONE or our Dealer Partners
 - l. **Category: Testing and Compliance (Third Party Services):** Direct thru E-ONE or our Dealer Partners. This category would be quoted as “time and materials” to complete the work.
 - **Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response.** This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
 - a. ***Canadian Domicile Units*** – Require Department of Motor Vehicles Inspection before unit can be put into service. This fee is not included in our apparatus pricing and is so noted.

- If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
 - a. **Category: Fire Apparatus:** As we do not know who will order an apparatus or where it will need to be shipped we have included the following driveway costs as standard on all fire apparatus.
 - i. • \$12,000 for ARFFs
 - ii. • \$5,000 all others
 - b. At the time of quote we will ask for driveway estimates from our third party providers and adjust the final driveway cost based on delivery point (dealer/NJPA member) plus \$150 (admin fee).
 - c. The admin fee covers our internal costs, costs to get driver to bus station or airport, and misc. expenses during transit. We have provided a pricing matrix so NJPA members can view estimated driveway rates based on preset zones (miles). Matrix also outlines additional information relating to delivery to Canada, Alaska, Hawaii, and other US Territories.
 - d. Based on the actual quote, some NJPA members will receive a credit and some will incur additional delivery cost.
 - e. We did not feel it was appropriate to charge the highest unforeseen rate to every NJPA member.

From Ocala, FL	Zone A	Zone B	Zone C	Zone D	Zone E	Zone F	Zone G	Zone H	Zone I	Zone J
	1 to 500 miles	501 to 1,000 miles	1,001 to 1,500 miles	1,501 to 2,000 miles	2,001 to 2,500 miles	2,501 to 3,000 miles	3,001 to 3,500 miles	3,501 to 4,000 miles	4,001 to 4,500 miles	4,501 to 5,000 miles
Single Axle Pumper/Tanker/Rescue	\$1,270.00	\$2,510.00	\$3,585.00	\$4,780.00	\$5,650.00	\$6,780.00	\$7,770.00	\$8,880.00	\$9,990.00	\$11,100.00
Tandem Axle Pumper/Tanker/Rescue	\$1,395.00	\$2,760.00	\$3,960.00	\$5,280.00	\$6,275.00	\$7,530.00	\$8,645.00	\$9,880.00	\$11,115.00	\$12,350.00
Single Axle Aerial Ladder	\$1,570.00	\$3,110.00	\$4,485.00	\$5,980.00	\$7,150.00	\$8,580.00	\$9,870.00	\$11,280.00	\$12,690.00	\$14,100.00
Tandem Axle Aerial Ladder	\$1,585.00	\$3,140.00	\$4,530.00	\$6,040.00	\$7,225.00	\$8,670.00	\$9,975.00	\$11,400.00	\$12,825.00	\$14,250.00
Tandem Axle Aerial Platform	\$1,735.00	\$3,440.00	\$4,980.00	\$6,680.00	\$8,025.00	\$9,630.00	\$11,095.00	\$12,680.00	\$14,265.00	\$15,850.00
Tandem Axle Bronto	\$1,735.00	\$3,440.00	\$4,980.00	\$6,680.00	\$8,025.00	\$9,630.00	\$11,095.00	\$12,680.00	\$14,265.00	\$15,850.00
ARFF 4 X 4	\$2,200.00	\$5,500.00	\$8,300.00	\$11,500.00	\$14,000.00	\$17,000.00	\$19,500.00	\$22,500.00	NA	NA
ARFF 6 X 6	\$2,500.00	\$6,600.00	\$9,900.00	\$13,200.00	\$16,500.00	\$19,800.00	\$23,000.00	\$26,500.00	NA	NA
From Hamburg, NY	Zone A	Zone B	Zone C	Zone D	Zone E	Zone F	Zone G	Zone H	Zone I	Zone J
	1 to 500 miles	501 to 1,000 miles	1,501 to 2,000 miles	1,501 to 2,000 miles	2,001 to 2,500 miles	2,501 to 3,000 miles	3,001 to 3,500 miles	3,501 to 4,000 miles	4,001 to 4,500 miles	4,501 to 5,000 miles
Single Axle Pumper/Tanker/Rescue	\$1,870.00	\$3,110.00	\$4,185.00	\$5,380.00	\$6,250.00	\$7,380.00	\$8,370.00	\$9,480.00	\$10,590.00	\$11,700.00
Tandem Axle Pumper/Tanker/Rescue	\$1,995.00	\$3,360.00	\$4,560.00	\$5,880.00	\$6,875.00	\$8,130.00	\$9,245.00	\$10,480.00	\$11,715.00	\$12,950.00
Single Axle Aerial Ladder	\$2,170.00	\$3,710.00	\$5,085.00	\$6,580.00	\$7,750.00	\$9,180.00	\$10,470.00	\$11,880.00	\$13,290.00	\$14,700.00
Tandem Axle Aerial Ladder	\$2,185.00	\$3,740.00	\$5,130.00	\$6,640.00	\$7,825.00	\$9,270.00	\$10,575.00	\$12,000.00	\$13,425.00	\$14,850.00
Tandem Axle Aerial Platform	\$2,335.00	\$4,040.00	\$5,580.00	\$7,280.00	\$8,625.00	\$10,230.00	\$11,695.00	\$13,280.00	\$14,265.00	\$16,450.00
Tandem Axle Bronto	\$2,335.00	\$4,040.00	\$5,580.00	\$7,280.00	\$8,625.00	\$10,230.00	\$11,695.00	\$13,280.00	\$14,265.00	\$16,450.00

- f. All other categories: Delivery and shipping are not included unless included as part of the quote.
- g. Parts ordered from E-ONE are FOB Ocala, FL.

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

From Ocala, FL	Alaska Adjustments	Hawaii Adjustments	American Samoa Adjustments	Guam Adjustments	Northern Mariana Islands Adjustments	Puerto Rico Adjustments	U S Virgin Islands Adjustments	Canadian Adjustments
Fire Apparatus	\$1,500.00	\$1,700.00	N/A	N/A	N/A	\$1,500.00	N/A	\$1,500.00
4 X 4 ARFF	\$30,000.00 Overland Cost	\$14,000.00 To CA. port	\$2,200.00 To lower east coast ports	\$2,200.00 To lower east coast ports	\$2,200.00 To lower east coast ports	\$2,200.00 To lower east coast ports	\$2,200.00 To lower east coast ports	No adjustments
6 X 6 ARFF	\$33,900.00 Overland Cost	\$16,500.00 To CA. port	\$2,500.00 To lower east coast ports	\$2,500.00 To lower east coast ports	\$2,500.00 To lower east coast ports	\$2,500.00 To lower east coast ports	\$2,500.00 To lower east coast ports	No adjustments
From Hamburg, NY	Alaska Adjustments	Hawaii Adjustments	American Samoa Adjustments	Guam Adjustments	Northern Mariana Islands Adjustments	Puerto Rico Adjustments	U S Virgin Islands Adjustments	Canadian Adjustments
	\$1,500.00	\$1,700.00	N/A	N/A	N/A	\$1,500.00	N/A	\$1,500.00

- Describe any unique distribution and/or delivery methods or options offered in your proposal.
 - Depending on location an NJPA member may have the opportunity to have high turnover volume parts stocked at one of our REV Technical Centers which would shorten the delivery time for these type parts. They would work with the local dealer to better qualify their needs and options.
 - “Truck Down” shipping priority assures you your order will receive the Highest priority.
 - Daily “Truck Down” meeting reviews all open orders for trucks “Out of Service”.
 - Parts in stock ship same day if ordered by 4:40PM EST.
- Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
 - If awarded I will be holding webinars to communicate the elements and pricing as proposed in the contract.
 - The solutions we have been awarded.
 - Pricing strategies/Proposed Discounts.
 - Responsibilities.
 - Admin Fees/Reporting.
 - Audit requirements.
 - Dealers will be encouraged to communicate with me during the start up phase to make sure we are pricing our proposals to meet the needs of the NJPA member, to secure the order, and increase market share.
 - I will develop a Self Audit Questionnaire and Checklist to be conducted by the selling dealer during the infancy stage.
 - Since this will be a new contract for us and unfamiliar to our dealers, it would make sense for us to audit 100% of every booked order for the first 6 months to make sure it passes the Self Audit test.
 - Track and log discrepancies as a training aid for continuous improvement.
- Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)
 - New Apparatus Purchases -- This is a blend of what we see across other contracts. We have several contracts at the .75% to 1% administration fee. Most of these do not impose a ceiling which opens the door for NJPA members to look at HGAC or BuyBoard as more cost effective, especially on multi-unit contracts.
 - Commercial Pumpers -- .75% of NJPA member’s purchase order not to exceed \$1500.
 - Commercial Tankers -- .75% of NJPA member’s purchase order not to exceed \$1500.
 - Commercial Rescues -- .75% of NJPA member’s purchase order not to exceed \$1500.
 - Custom Pumpers - .75% of NJPA member’s purchase order not to exceed \$1750.

- v. Custom Tankers - .75% of NJPA member's purchase order not to exceed \$1750.
- vi. Custom Rescues - .75% of NJPA member's purchase order not to exceed \$1750.
- vii. Custom Aerial Booms - .75% of NJPA member's purchase order not to exceed \$2000.
- viii. Custom Aerial Ladders - .75% of NJPA member's purchase order not to exceed \$2000.
- ix. Custom Aerial Platforms - .75% of NJPA member's purchase order not to exceed \$2000.
- x. Custom Aerial Articulated Platforms - .75% of NJPA member's purchase order not to exceed \$2000.
- xi. Wildlands - .75% of NJPA member's purchase order not to exceed \$1500.
- xii. ARFF - .75% of NJPA member's purchase order not to exceed \$2000.
- xiii. Multiple unit purchases - .75% of NJPA member's purchase order not to exceed \$2000.
- xiv. Refurb and Collision repairs would be treated as a New Apparatus purchase at .75% of NJPA member's purchase order not exceed \$1750.00.
- xv. All other services –
 - 1. Less than \$2,500 - \$0
 - 2. \$2,501 to \$5,000 - \$20
 - 3. \$5,001 to \$10,000 - \$50
 - 4. \$10,001 to \$20,000 - \$125
 - 5. \$20,001 to \$30,000 - \$200
 - 6. \$30,001 to \$40,000 - \$275
 - 7. \$40,001 to \$50,000 - \$350
 - 8. \$50,001 to \$75,000 - \$500
 - 9. \$75,001 to \$100,000 - **\$750**
 - 10. \$100,000 to \$150,000 - \$1,000
 - 11. \$151,000 to \$200,000 - \$1,500
- b. Maximum per NJPA member in a calendar year - \$10,000
- c. Texas – Currently BuyBoard is \$1,500 per purchase order and HGAC is \$2,000 per purchase order. We will add a fee of \$1750 per purchase order to all Texas quotes. By state law, the end user must pay the fee.
- d. These are only suggestions. We are open for discussion and will entertain NJPA's recommendation and/or suggestions to best meet their business needs.

Industry-Specific Questions

- **State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.**
 - a. Each NJPA member has an expectation that we as a manufacturer design and construct our fire apparatus to meet and/or exceed current industry standards, as they apply. For U.S. domiciles apparatus, all units are build to meet and/or exceed NFPA's current edition of standards. A "letter of compliancy" is issued on each completed vehicle and exceptions are noted. Either the dealer or NJPA member must sign stating the item of non-compliance will be corrected. An example may be the required reflective striping whereas a dealer of NJPA member elects to complete after shipment from E-ONE.
 - b. If the unit is to be delivered outside the U.S. we would build and/or test to the testing requirements of the NJPA member or destination. Example: Canadian NJPA member requires ULC testing and certification and Canada requires a vehicle inspection prior to putting the vehicle in service.
 - c. ARFF vehicles have additional requirements which must be followed as well.
 - d. Listing of Industry Standards used for design, testing, and operation.
 - i. ISO 9001—2008
 - ii. NFPA 1901 for Automotive Fire Apparatus
 - iii. NFPA 1906 for Wildland Fire Apparatus
 - iv. NFPA 414 and NFPA 412 for Aircraft Rescue Fire Fighting vehicles
 - v. UL Inspection Program (VIP) for NFPA 1901
 - vi. ULC S515 for Fire Apparatus sold in Canada
 - vii. FMVSS—Federal Motor Vehicle Safety Standards
 - viii. CMVSS—Canadian Motor Vehicle Safety Standards
 - ix. Economic Commission for Europe (ECE) R-29
 - x. Society of Automotive Engineers (SAE) Standards where specified
 - xi. Underwriters Laboratories (UL & ULC)
 - xii. Federal Aviation Administration (FAA) AC 150/5220-10
 - xiii. International Civil Aviation Organization (ICAO)

- **Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."**
 - a. The footprint of our distribution channel as referenced on Form A Question 18 is a great expression of our commitment to provide parts and service support to NJPA members by use of:
 - i. Our full service dealers
 - ii. Our dealer and E-ONE contracted service providers
 - iii. Our remote located E-ONE EVT's
 - iv. Our remote located E-ONE field sales and product management
 - v. Our REV RTC company support locations
 - b. If needed, we can authorize a NJPA member to use their own EVT staff for pre-authorized repairs.

- **Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.**
 - a. E-ONE is a sole source provider. At all of our manufacturing facilities we design, fabricate, assemble, finish, complete, and test our custom cabs, our custom chassis', our custom bodies, our custom pump modules, our custom aerial ladders and platforms, our custom aerial torque boxes, jacks, and aerial supports. All apparatus are designed and built to meet and/or exceed NFPA requirements. When requested, additional testing is completed to meet and/or exceed ULC certification for your Canadian NJPA members. All final testing is conducted and authenticated by third party testing contractors.
 - b. All custom aerial devices are designed and constructed to meet 2.5 to 1 structural safety margin exceeding NFPA's requirement of 2.0 to 1. This provides a higher safety margins during un-expected or emergency loading.

- c. Cab Construction:
 - i. All welded construction.
 - ii. Use a network of vertical and horizontal 6061-T6 aluminum extrusions (minimum 3/16" thick) to form the superstructure and roll cage.
 - iii. Use 6061-T6 aluminum plating (minimum 3/16" thick) for floor, side walls, rear wall, front, and roof surfaces.
 - iv. Use of 3/16" plating provides 50% thicker plating than many of our competitors resulting in 236% higher RBM (resistance to bending) during accident or rollover enhancing occupant protection.
 - v. All custom cabs are third party tested to exceed NFPA and ECE R-29 European crash testing requirements.
 - 1. Frontal Impact per SAE J2420 – Tested at 64,891 lbs. of force exceeding the NFPA required 34,844 lbs; twice that required by NFPA.
 - 2. Side Impact Dynamic Pre-Load per SAE J2422 (Section 5) Tested at 13,776 lbs. of force exceeding the NFPA required 13,000 lbs.
 - 3. Quasi-static Roof Strength (proof loads) per SAE J2422 (Section 6) / ECE R29, Annex 3, paragraph 5. – Typhoon and Cyclone II cabs tested at 117,336 lbs. exceeding the NFPA required 22,046 lbs; five times that required by NFPA.
- d. Aluminum Body Construction:
 - i. All welded construction.
 - ii. A network of vertical and horizontal 3/16 thick 6061-T6 aluminum extrusions to construct body frame and superstructure. Provides a more robust design than form brake design bodies.
 - iii. Use 6061-T6 aluminum plating (minimum 3/16" thick) for remainder of body construction.
 - iv. Use 6061-T6 aluminum plating (1/8" thick) for inside compartment liners which do not impact body structure or strength.
- e. Stainless Steel Body Construction:
 - i. All welded construction.
 - ii. A network of 304L stainless steel tubing frame and plating.
 - iii. Optional FRP (Fiberglass Reinforced Panels) with non prorated paint warranty.
- f. Aluminum Aerial Construction:
 - i. All welded construction.
 - ii. Use 6061-T6 aluminum extrusions (will not rust)
 - iii. Oversized cables and shivs
 - iv. All custom aluminum aerial devices are designed and constructed to meet 2.5 to 1 structural safety margin exceeding NFPA's requirement of 2.0 to 1. This provides a higher safety margins during un-expected or emergency loading.
- g. Steel Aerial Construction:
 - i. All welded construction
 - ii. Use Domex steel (high strength to weight ratio)
 - iii. Oversized cable and shivs
 - iv. All custom aerial devices are designed and constructed to meet 2.5 to 1 structural safety margin exceeding NFPA's requirement of 2.0 to 1. This provides a higher safety margins during un-expected or emergency loading.

- Provide any market data or research supporting the longevity or reliability of your proposed solutions.
 - a. There is no market data available.
 - b. The used truck market dealers look at the E-ONE products as having more value and easier to sell.
 - c. Our used aluminum aerials are highly sought as they have an extremely long service life with minimal repair cost.
 - d. Oklahoma City refurbished several 20 year old ladders and platforms a few years back. We supplied brand new chassis while all 6 aerial devices were reused. During the refurb, the aerial light packages were upgraded to LED, all of the cylinders and cables were replaced (standard on aerial refurb), the aerials were third party inspected and certified, and the aluminum swirl finish was renewed.
 - i. During the inspection of the six devices, no structural issues were found. The first platform inspected had over 900 welds and not one single weld was cracked, thus no needed repairs. No major repairs were required on any of the 6 aerial devices.
 - ii. It would be our expectation these will last another 20 years under normal use and maintenance.
 - e. We offer an optional 5 year warranty on the refurbished devices if so chosen by your member.

- State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.
 - a. We typically do not have what is termed "demo" units.
 - b. We do however have "stock retail units". Stock retail units are engineered and designed to duplicated apparatus with high demand and for customers needing a quick delivery. Stock retail units are equipped with the options typically ordered by our customer base and would not be classified as stripped down units. This multimillion dollar inventory changes on a regular basis due to unit sales, customer demand, and product promotions.
 - c. We treat each of these units as new and discount based on the type apparatus and the option complexity. For pricing we apply the standard model discount plus additional discounts to compensate for the vehicle's age, mileage, and condition.
 - d. All units are inspected and serviced on a regular basis.
 - e. Vehicle condition is a priority as we used these units for National and Regional conferences and shows.
 - f. We offer options for extended warranty, extended component warranty, and 3rd party drivetrain warranty on all vehicles we sell.

Form 1-

Signature:  Date: 22 FEB 2018

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation paid to vendor for all work performed during the entire term of the agreement must not exceed \$3,000,000 for the entire term of the Agreement. This includes a 7.5% contingency of \$209,534.03. The \$209,534.03 may only be utilized with approval by the City.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$3,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Purchasing in FY 2022-23	
Platform Ladder cost:	\$1,409,305.97
E-One Pumper cost:	\$690,580.00(FY22)
E-One Pumper cost:	\$690,580.00
Costs to include: labor, materials, freight, processing fees, and tax.	
TOTAL COSTS	\$2,790,465.97

Qty (1)

H&E EQUIPMENT SERVICES.

Wednesday October 13, 2021

Glendale Fire Department
Craig Croner
Fleet Superintendent
6210 W. Myrtle Suite# 111
Glendale, AZ 85301
623-930-2621
croner@glendaleaz.com

We at H&E Equipment Services are pleased to quote the following:

(1) E-One Cyclone II 100' Platform Quote# 103665 Sourcewell Contract 022818-EOI

- New Cyclone II 100" wide long cab (67.5" CA)
- Cummins X15 565 HP Engine
- Allison EVS 4000 Transmission
- 65 gallon fuel tank
- System saver 1200 air dryer
- Jacobs engine compression brake
- Bostrom brand vinyl seating with Glendale logos
- Ready reach seatbelt extenders
- Vertically hinged compartment doors
- Adjustable shelving and slideouts
- Turtle tile floor matting throughout compartments
- 300 gallon water tank
- Hale QMAX 2000 gpm pump
- RH rear chute for supply line access
- Single LH Rear Access Staircase with Officers Compartment.
- Trident air primer
- Complete ladder compliment including pike poles
- 100' X 1" booster reel with hose
- HEPA air filtration system
- Firetech LED headlights with alternating flash
- 18" maplight LED
- Harrison 10KW hydraulic generator
- Fire Research LED scene lighting
- Steps below front and rear doors
- Stemco oil seals front axle
- Alcoa aluminum wheels
- Michelin tires

(Please see complete Spec for all Options)

*Cost shown does not include loose equipment or factory inspection trips.

Truck Cost: \$1,301,330.00
Phoenix Sales Tax: \$107,977.19
Total Truck Cost: \$1,409,305.97

- This unit is also eligible for prepay discount, in order to receive this discount the entire amount due would need to be received in full within 30 days of acceptance of order, prepay discount on this unit would be as follows:

Prepay Discount: \$42,269.00

Truck Cost with Prepayment Discount: \$1,259,060.00
Phoenix Sales Tax: \$104,368.88

Total Truck Cost with Prepayment Discount: \$1,363,428.88

**The prepay discount shown accounts for performance bond.*



Mark Julien

Mark Julien
Apparatus Sales
H&E Equipment Services

Customer Acceptance

Qty (2)

EQUIPMENT SERVICES.

Wednesday October 13, 2021

Glendale Fire Department
Craig Croner
Fleet Superintendent
6210 W. Myrtle Suite# 111
Glendale, AZ 85301
623-930-2621
croner@glendaleaz.com

We at H&E Equipment Services are pleased to quote the following:

(1) E-One Typhoon Pumper Quote#100865 Sourcewell Contract 022818-EOI

- New Typhoon Custom Cab 67.5" Long Cab W/16" Vista
- Cummins X12 455HP Engine
- Allison EVS 4000 Transmission
- 50 gallon fuel tank
- Racor fuel water separator
- Reyco Rear Suspension
- Fuel reprime
- David Clark Intercom System
- Additional rear ac system
- FRC InView 360 Camera System
- System saver 1200 air dryer
- Jacobs engine compression brake
- Bostrom brand vinyl seating with Glendale logos
- Ready reach seatbelt extenders
- ROM roll up doors
- Adjustable shelving
- 500 gallon water tank
- Darley 1500 GPM Pump
- Complete ladder compliment including pike poles
- Firetech LED headlights with alternating flash
- Fire Research LED scene lighting
- Steps below front and rear doors
- Stemco oil seals front axle
- Alcoa aluminum wheels
- Michelin tires

(Please see complete Spec for all Options)

*Cost includes Sourcewell processing fee.

*Cost shown does not include loose equipment or factory inspection trips.

Truck Cost: \$637,778.00
Phoenix Sales Tax: \$52,802.00
Total Truck Cost: \$690,580.00

- This unit is also eligible for prepay discount, in order to receive this discount the entire amount due would need to be received in full within 30 days of acceptance of order, prepay discount on this unit would be as follows:

Prepay Discount: \$14,881.00

Truck Cost with Prepayment Discount: \$622,897.00
Phoenix Sales Tax: \$51,567.37

Total Truck Cost with Prepayment Discount: \$674,464.37

**The prepay discount shown accounts for performance bond.*



Mark Julien

Mark Julien
Apparatus Sales
H&E Equipment Services

Customer Acceptance