

# CONTRACT ROUTING SHEET

Date Prepared: 11/07/2016

Need Date: 11/14/2016

**PROCESSING DEPARTMENT:**

Department: Purchasing

Dept. Contact: Rick Blake

Phone #: (530)621-5873

Department: \_\_\_\_\_

Head Signature: *mb*

**CONTRACTOR:**

Name: National Joint Powers Alliance (NJPA)

Address: 202 12<sup>th</sup> Street Northeast  
Staples, MN 56479

Phone: 218-895-4114

Fax: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Community Development Agency

Service Requested: Approval of NJPA Request for Proposal #080114

Contract Term: 1 Time Purchase Amendment Value: \$141,257.00

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 11/14/16 By: *Jof*

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

With changes as noted.

EL DORADO COUNTY COUNSEL  
KIM HALL - 7 (M) 3:27

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: CAO - D+C

Approved: *RB* Disapproved: \_\_\_\_\_ Date: 11/15/16 By: Rick Blake

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Changes made to Purchase Order as noted.



**COUNTY of EL DORADO**

Procurement & Contracts

**PURCHASE ORDER NO.**

P0201707635

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.
11/15/16	RQ20170233	PO		1	12/31/16		

VENDOR

EPOKE NORTH AMERICA INC  
P O BOX 284  
STITTSVILLE

SHIP TO

DEPT OF TRANSPORTATION  
1121 SHAKORI DRIVE  
MEYERS CA 96150

ON K2S 1A4

REQUESTOR	FOB POINT	TERMS
RJB	DESTINATION	NET 30

**NOTE CONDITIONS ON REVERSE**

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
001	2.00	EA	760-08 EQUIPMENT: PARTS, ACC EPOKE S3800 SIRIUS AST SMALL HOPPER EQUIPPED WITH 2 X 245 GALLON SIDE T 3830 SMALL 3M3 (4.0 CUBIC YARDS) WITH STANDARD FEATURES AND INCLUDED OPTIONS AS STATED ON THE QUOTE	66,086.4750	132,172.95
002	2.00	EA	760-08 EQUIPMENT: PARTS, ACC 3831 SMALL 3M3 + 1M3 (5.2 CUBIC YARD)	1,653.8500	3,307.70
003	1.00	EA	760-08 EQUIPMENT: PARTS, ACC 608271 LONG CHUTE ARRANGEMENT FOR TRUCK BED HEIGHT 55" TO 70"	1,324.0500	1,324.05
004	2.00	EA	760-08 EQUIPMENT: PARTS, ACC 605423: ELECTRIC SYMMETRY	1,067.0000	2,134.00
005	2.00	EA	760-08 EQUIPMENT: PARTS, ACC 38XX: LIGHTING INCLUDES LED CONTINUED, NEXT PAGE	1,159.1500	2,318.30

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

SFX TOTAL INDEX SUB-OBJECT USER CODE

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

VENDOR COPY

Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) *R 12776*

\*\* DRAFT \*\* \*\* DRAFT \*\* \*\* DRAFT \*\*



**COUNTY of EL DORADO**

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STITTSVILLE

SHIP TO

DEPT OF TRANSPORTATION  
1121 SHAKORI DRIVE  
MEYERS CA 96150

ON K2S 1A4

REQUESTOR	F.O.B. POINT	TERMS
RJB	DESTINATION	NET 30

**NOTE CONDITIONS ON REVERSE**

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
006	1.00	EA	<p>MEGABEAM WORK LIGHT AND TWO LED ROTATING ORANGE BEACONS</p> <p>900-04 SVCS:FREIGHT; PREPAY .0001</p> <p>QUOTE DATED: JUNE 1, 2014</p> <p>ALL PRICES ABOVE REFLECT THE 3% DISCOUNT OFFERED BY THE VENDOR</p> <p>INVOICE TO: EDC COMMUNITY DEVELOPMENT AGENCY ATTN: ADMIN &amp; FINANCE DIVISION 2850 FAIRLANE COURT PLACERVILLE, CA 95667</p> <p>FOR PRODUCT OR DELIVERY QUESTIONS, CONTACT CIERRA GARCIA 530-642-4925</p> <p>FOR PO QUESTIONS, CONTACT ASHLEY JOHNSON AT 530-621-5974</p> <p>ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED IN ACCORDANCE WITH NJPA CONTRACT #080114-EPK WITH EPOK NORTH AMERICA, INC. FOR SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES.</p> <p>CONTINUED, NEXT PAGE</p>		

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REQUESTOR	FOB POINT	TERMS
RJB	DESTINATION	NET 30

**NOTE CONDITIONS ON REVERSE**

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
			<p>TO THE EXTENT THAT THE TERMS AND CONDITIONS OF EXHIBIT "A" CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF EXHIBIT "A" SHALL PREVAIL.</p> <p>EXEMPT FROM COMPETITIVE BIDDING: PURCHASING ORDINANCE 3.12.160 D COOPERATIVE PURCHASING AGREEMENTS PRECLUDES COMPETITIVE BIDDING.</p> <p>VENDOR DOES NOT HAVE A CALIFORNIA SELLER'S PERMIT NUMBER; SALES TAX WILL BE PAID DIRECTLY TO THE CALIFORNIA STATE BOARD OF EQUALIZATION (BOE) AS USE TAX.</p> <p>NO BUSINESS LICENSE REQUIRED DELIVERY VIA COMMON CARRIER.</p> <p>BOS APPROVAL: 12/13/2016 #PENDING</p>		

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

TAX	-----
TOTAL:	141,257.00

VENDOR NUMBER : 027854

SFX	TOTAL	INDEX	SUB-OBJECT	USER CODE
01	141,257.00	306250	6040	82244A
	-----			
	141,257.00			

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

VENDOR COPY

Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)  
**R 18778**



# EPOKE S3800/ 3800-2T SIRIUS AST

JUNE 1, 2014  
MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke S3800 Sirius AST road speed related truck mounted spreader (driven by truck mounted hydraulic system) with the following standard features and included options:

- 38XX stainless steel agitator with replaceable steel spring fingers
- 38XX stainless steel delivery roller with 8mm steel cams
- 38XX soft rubber base & standard spring base and spring base adjustment
- 38XX conveyor belt
- 38XX galvanized feed funnel and inspection ladder
- 38XX central placed grease points
- 608286 hydraulic fittings JIC – 12 pressure & return- Dealer to supply hydraulic hoses
- 606162 large distribution box with RS232
- 608362 EpoMaster III controller with RS232 & card reader
- 609609 ground speed adapter
- 425400 spout, stainless steel
- 38XX wiring only for work light and wiring and beacon stems for two beacons
- 608569 hydraulic pressure gauge in machine house
- 608083 neutral gear
- 608XXX liquid system including side tanks, liquid level indicator and autostop of liquid fill
- 608069 5 – 30% variable prewetting system
- 605605 shut off valve
- 608740 stainless steel liquid spout
- 38XX safety grate 4" X 4" with 8 degree slope
- 608134 level indicator for dry material

Qty 2: Epoke S3800 Sirius AST SMALL hopper equipped as above with 2 X 245 gallon side tanks- select one of the following hopper options:

- 3830 SMALL 3m3 (4.0 cubic yard)...\$ 68,130.00/each..... \$136,260.00
- Qty 2: 3831 SMALL 3m3 + 1m3 (5.2 cubic yard) add\$ 1,705.00/each ..... \$3,410.00

Select one of the following chute arrangements:

- 608272 Short chute arrangement for truck bed height 1072 - 1377 mm (42" to 54")
- 608271 Long chute arrangement for truck bed height 1415 – 1770 mm (55" to 70")
- Paint:** Spreaders are to be painted standard white. This cost is for cleaning and changcover and is a total net *per order*.....\$ 1,365.00

**Options:**

- Qty 2: 605423 Electric symmetry....\$ 1,100.00/each.....\$2,200.00
- Qty 2:38XX Lighting includes LED Megabeam work light and two LED rotating orange beacons \$1,195.00/each.....\$2,390.00

List Price for (2) Epoke units delivered to destination .....\$145,625.00

\* Less NJPA member discount of 3% .....(\$4,368.00)

**Total Price ..... \$141,257.00**

**No Tax charged, any payments will be made directly by El Dorado County.**

# EXHIBIT "A"



## National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

### SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

#### RFP Opening

August 1, 2014

8:00 A.M. Central Standard Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

#### **RFP #080114**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES. Details of this RFP are available beginning June 3, 2014 and continuing until July 24, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until July 31, 2014 at 4:30 p.m. Central Standard Time at the above address and opened August 1, 2014 at 8:00 A.M. Central Standard Time.

#### RFP Timeline

<b>June 3, 2014</b>	Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, in print and online The State within the state of South Carolina, the NJPA website ( <a href="http://njpacoop.org">njpacoop.org</a> ), MERX, <a href="http://noticetobidders.com">noticetobidders.com</a> , <a href="http://PublicPurchase.com">PublicPurchase.com</a> , and Biddingo.
<b>July 16, 2014 10:00 A.M. Central Standard Time</b>	Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)
<b>July 24, 2014</b>	Deadline for RFP requests and questions
<b>July 31, 2014 4:30 P.M. Central Standard Time</b>	Deadline for Submission of Proposals. Late responses will be returned unopened.
<b>August 1, 2014 8:00 A.M. Central Standard Time</b>	Public Opening of Proposals

Direct questions regarding this RFP to: Maureen Knight at [maureen.knight@njpacoop.org](mailto:maureen.knight@njpacoop.org) or (218)895-4114

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## 1 DEFINITIONS

### A. CONTRACT

“Contract” as used herein shall consist of: this RFP, pricing, 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 on or after award and will provide final clarification of terms and conditions of the award.

### B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### D. FOB

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

### G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

### H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### I. TIME

Periods of time, stated as number of days, shall be in calendar days.

### J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### K. VENDOR

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

## 2 ADVERTISEMENT OF RFP

**2.1** NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, 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 bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

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

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

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

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be

found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

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

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

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

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

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

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

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

#### D. THE INTENT OF THIS RFP

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

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

**3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;

**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 wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

**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 goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA’s national membership. It is NJPA’s intent and desire to award a contract to a single exclusive Vendor to serve our membership’s needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation 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 proposed submission if that fact is properly identified.

**3.15 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller 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. Where appropriate, 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 **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.**

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

**3.17.1** In addition to **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** this solicitation should be read to include, but not limited to:

**3.17.1.1** Plows, blades, wings, spreaders, solution distributors, chassis, blowers, salt, road deicing treatment, brine makers, snow melters, hydraulic systems for chassis upfitting, dump bodies, brooms, cutting edges, blade edges,

**3.17.1.2** This solicitation shall NOT be construed to include: “Heavy Construction Equipment”, “Ag Tractors”, or “Paving, Patching, Crack Sealing equipment”.

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

**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 the Vendor will take sole responsibility for the performance of delivered equipment/products/services. NJPA also desires sole responsibility with regard to:

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

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

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

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

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

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

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

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, 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.

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

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

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

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

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

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

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

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

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

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

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

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

**3.31.2.3** differentiate equipment/products and services from others.

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

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

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and



accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

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

#### G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

#### 4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

##### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

##### B. PRE-PROPOSAL CONFERENCE

**4.2** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

##### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**4.4** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

##### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

#### E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to 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. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

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

4.9 **Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

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

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

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 CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and 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. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

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 cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

**4.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**4.14.1** Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

#### F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**4.18** If the answer to a question is deemed by NJPA to be a clarification of 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.

**4.19** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**4.20** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall 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 said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**4.21** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

#### G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and

Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall 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 are then fully in conformance with the Instructions to Proposer.

**4.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**4.24 Value added equipment/products and services and expanded services,** as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services 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.

**4.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

## H. PROPOSAL OPENING PROCEDURE

**4.29** Sealed and properly identified Proposer's Responses for this RFP entitled **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

#### I. NJPA'S RIGHTS RESERVED

**4.30.1** Reject any and all Proposals received in response to this RFP;

**4.30.2** Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

**4.30.3** Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

**4.30.4** Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

**4.30.5** At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

**4.30.6** Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

**4.30.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

**4.30.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

**4.30.9** Extend proposal due dates.

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#### PRICING

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

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

**5.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**5.4** All Proposers will be required to 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 but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

#### A. LINE-ITEM PRICING

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**5.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and 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** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find 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 which is typically found on an invoice or price quote for such products/equipment and related services.

**5.9** All products/equipment and related 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 are asked to 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** A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related 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 equipment/products or related 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 must be included in their 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.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related 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 when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related 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 equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**5.21** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor’s suppliers.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

## 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 identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

## H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**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 product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded 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) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.



**5.30** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/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, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and 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 equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**5.34** DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35** PRICE CHANGES: Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2** *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

**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** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**5.40** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

**5.41** Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

## J. PAYMENT TERMS

**5.42** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The "Purchase Option" at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

#### K. SALES TAX

**5.44** Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other 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 shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

#### L. SHIPPING

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without 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 equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as

possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

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

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## **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 importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make 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."

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6** Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature

page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

**6.6.5** an electronic copy (CD or flash drive) of the entire response; and

**6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

#### C. PROPOSAL EVALUATION CRITERIA

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

**6.8.1** Company Information & Financial Strength

**6.8.2** Industry Requirements & Marketplace Success

**6.8.3** Ability to Sell & 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 & Financing Options

**6.8.8** Warranty

**6.8.9** Equipment/Products/Services

**6.8.10** Pricing & Delivery

**6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to these items.

#### D. OTHER CONSIDERATION

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer’s resources, personnel, and organization within three (3) days.

**6.14** Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### E. COST COMPARISON

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** This process will be based on a point system with points being awarded 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 NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

#### F. MARKETING PLAN

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will 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.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

**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.

**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** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time

of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful 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 shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall 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 herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants 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, his agents, representatives, employees or subcontractors and 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 in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

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

**H. ORDER PROCESS AND/OR FUNDS FLOW**

**6.27** Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

**I. ADMINISTRATIVE FEES**

**6.29** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**6.29.1** Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and



**6.29.2** Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

#### J. VALUE ADDED

**6.31 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

**6.32 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**6.33** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**6.35 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services 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 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today’s NJPA member’s needs and applicable standards.

#### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

### 7 POST AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXXX.” A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. 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 shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently 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(s) shall be a court of competent jurisdiction to the Purchaser.

**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. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**7.4 Specialized Service Requirements.** In the event 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, NJPA Member and 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 Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and

employees shall not be made 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 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 product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA 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 OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

#### B. NJPA MEMBER SIGN-UP PROCEDURE

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

#### C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

#### D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the

chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

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

#### G. OUT OF STOCK NOTIFICATION

**7.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**7.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

**7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

**7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

**7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

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

**7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

**7.13.6** The Vendor fails to report quarterly sales;

**7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

**7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all

issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**7.16** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

**7.17** Either party may execute Contract termination 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.

**7.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

**7.19.2** Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the 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 NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**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 shall govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**8.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**8.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and Copyright Infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, 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 it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**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 guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or 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 or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of

the potential Members and qualified national Vendors, 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 solicitation 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 will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able to redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that 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 shall be 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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be 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 shall not include late deliveries of equipment/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 shall notify the other party of such delay within forty-eight (48) hours.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found 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 the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

#### M. NON-WAIVER OF RIGHTS

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

#### N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

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

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

**8.25.3** Identification of the solicitation by RFP number;

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



**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

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

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

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal 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 cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

#### Q. SEVERABILITY

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

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or 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.

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**Form A**



**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: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES** industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

**Proposer's Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

**Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
 Yes  No
  - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

**Other Cooperative Procurement Contracts**

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) Identify any GSA Contracts held or utilized by the Proposer.
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?  
 Yes  No Explain and demonstrate your commitment and/or restrictions.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added**

- 44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training?  Yes  No
- 45) Is this training standard as a part of a purchase or optional?
- 46) Describe current technological advances your proposed equipment/products and related services offer.
- 47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**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: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form B**



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your 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: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

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

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**



Contract Award  
RFP #080114

FORM D



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Form E**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

NJPA \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment 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 or rejected by NJPA on Form C.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number # 080114

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number # 080114

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number # 080114

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[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: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

\_\_\_\_\_  
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

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 **SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list 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?

**Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Provide your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
  - \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry Specific Items**

n/a

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

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager AND: PandP@njpacoop.org.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/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, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and 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 equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of 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 Equipment/ Products /Services
Deleting/Discontinuing Equipment/Products/Services
Price Increase
Price Decrease



**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 3. Detailed Explanation of Need for Changes**

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

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

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.



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**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

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**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes                       No

---

**Section 5. Signatures**

\_\_\_\_\_ Date \_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_ Date \_\_\_\_\_  
NJPA Executive Director Signature

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**ADDENDUM ONE (1)**  
 To that certain  
**NJPA RFP #080114**  
 Issued by  
 National Joint Powers Alliance®  
 For the procurement of

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: If Respondent were to offer turn key truck packages, would NJPA recognize a separate discount structure for the chassis and the snow and ice equipment? Ex. Chassis (certain amount off MSRP)/dump body, snow plow salt spreader, etc. (different amount off MSRP).

A: Yes, you can provide different discounts for the different "ala carte" options. Other contracts do incorporate different discounts for the different lines. The chassis can be discounted at a different rate than say the plows, the hydraulics, or whatever else the turnkey needs. You just need to clearly indicate the discount applied to everything, and wherever they differ.

Q: If Respondent were to offer turn key packages, can the local truck dealer of the NJPA member be considered as the "Dealer" without a formal documented relationship in place? Ex. NJPA member from Ohio want to purchase a snow and ice package off the contract. Vendor acquires chassis price from the NJPA member's local Dealer, the dealer provides the chassis applying Vendor's national NJPA discount. Chassis is dropped shipped from factory to Vendor, chassis is up-fit with snow and ice equipment and delivered to the NJPA member's local dealer. The unit is serviced through the local dealer.

A: Yes, you can include any authorized dealer of the chassis manufacturers in your proposal as a dealer in the contract. Simply indicate any such inclusions; it may be something as basic as stating for example, "Any authorized Mack dealer is included as a participating dealer in this contract." You would need to include all the OEMs and their respective dealer networks in your response.

- 2) All references to Central Standard Time (CST) in the RFP are meant to be Central Daylight Time (CDT).

**ACKNOWLEDGMENT OF ADDENDUM ONE (1) TO RFP DISTRIBUTED VIA EMAIL ON JUNE 9, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ADDENDUM TWO (2)**  
To that certain  
**NJPA RFP #080114**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: What was the volume of sales NJPA had in the past year?

A: There was over \$1 billion of sales purchases off NJPA contracts in fiscal year 2013-2014.

**ACKNOWLEDGMENT OF ADDENDUM TWO (2) TO RFP DISTRIBUTED VIA EMAIL ON JUNE 24, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ADDENDUM THREE (3)**  
To that certain  
**NJPA RFP #080114**  
Issued by  
National Joint Powers Alliance®  
For the procurement of



**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

Consider the following to be part of the above titled RFP:

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: What is the definition of a small business?

A: The U.S. Small Business Administration determines what qualifies as a small business when it comes to government contracting. You can go to their website <http://www.sba.gov/content/am-i-small-business-concern> to determine if you qualify.

Q: At what time will the option to extend for a fifth year be announced?

A: Within the fourth year of the contract the fifth year optional renewal is decided per our Members' needs.

Q: Snow & ice removal isn't a relevant concern for New Mexico, Hawaii, etc. Will a lack of representation in these regions have a negative reflection on our company?

A: We evaluate the response in relation to industry and related geographic needs, always striving for ability to sell and service nationwide. Explain what geographical areas you cover and why.

Q: What is an example of a "Hub Partner" and what is a situation where a hub partner would be required?

A: The RFP's definition of a "Hub Partner" is as follows:

**E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

Q: NJPA contract pricing is understood to be for finished goods. Are replacement/wear parts to be purchased on the 'open market' (in the same way that a non NJPA member would purchase parts)?

A: RFP section 3.23.1 states that "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. NJPA desires to provide a complete solutions." Provide any solutions you understand to be part of a complete solution in this industry category.

Q: We have discussed this project several times and it would benefit your association if we were to bid the chassis separately and have regional body companies submit bids as equipment differs extensively from State to State. It is not possible to bid "turnkey" solutions that would work for all markets.

A: Referencing the two sections from the RFP document (3.24.1.1 & 3.24.1.2), it indicates that there is potential value to our members for equipment/product only solutions, although generally speaking, complete turn-key is preferred.

Ideally, a response featuring Heavy Truck Chassis' would include a broad spectrum of chassis options as well as at least a limited offering of the manufactured components needed to transform a Heavy truck chassis into a fully operable Snow & Ice Handling truck. Even if not fully assembled, (although fully

assembled/turnkey is preferred), ensuring access to all of the necessary components for building a Snow & Ice Handling Truck through the same contract does provide value to NJPA members. The closer a response featuring Heavy truck chassis can come to offering all that is needed to build a fully complete Snow & Ice Handling truck, the stronger that response will be.

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

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as 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.

**ACKNOWLEDGMENT OF ADDENDUM THREE (3) TO RFP DISTRIBUTED VIA EMAIL ON JULY 11, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





**ADDENDUM FOUR (4)**  
To that certain  
**NJPA RFP #080114**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

- 1) Due to the technical difficulties we experienced in the July 16, 2014 Pre-Proposal Conference. We are offering a 2<sup>nd</sup> Pre-Proposal conference to cover the same PowerPoint slides as the first one on July 18, 2014. On July 16<sup>th</sup>, notice of the Pre-Proposal Conference was emailed to all who requested the RFP. The notice for July 18<sup>th</sup>'s conference included the incorrect time of 10:00 a.m. Central Time; shortly after 10 a.m. on July 18<sup>th</sup>, an email was sent to all requestors with the correct time of 2:00 p.m. Central Time.

Please reach out to Maureen Knight or Jeremy Schwartz with any questions on this RFP and the Pre-Proposal Conferences. If you feel you need more time as a result of any confusion, please email [ginger.line@njpacoop.org](mailto:ginger.line@njpacoop.org) by 10 a.m. Central Time on July 22, 2014 and NJPA will consider an extension of the RFP date by a couple days. If we do extend it, NJPA will notify via email to all who requested the RFP.

**Chat log from 7/16/14 and NJPA answers:**

Brian Tibbets: There is no sound

Brian Tibbets: also the phone connection just plays music

National Joint Powers Alliance (NJPA): can anyone hear us?

Michael Riggs: Brian use the dial in number at the top of the chat box and pin

Kevin Newson: Yes

nico cottone: i can hear

Isaac Roth: I can not hear either.

Dan Purdy: My connection is good on dial in 218-894-5499

Sylvain: yes, the toll free number doesnt work

Rebecca Schaltenbrand: We receive a message that we need to wait for the host before we can type in the password

Dan Purdy: Rebecca's message is what I got on the 866 #

Isaac Roth: the 218-894-5499 worked for me

Rebecca Schaltenbrand: We are on now with the (218) #

Brian Tibbets: I have been listening to Music for the last 10 minutes. Anything vital that I missed

National Joint Powers Alliance (NJPA): please use the 218-894-5499 number at the top of the chat session.

Mike Minicucci: I Have no audio

Brian Tibbets: OK Thanks

Brian Tibbets: Mike, you have to call the 218 number

National Joint Powers Alliance (NJPA): mike, are you on the 218 number?

Mike Minicucci: all is good thank you

Brian Tibbets: Do you want to see financials?

NJPA asks for responders to demonstrate their financial stability. The most accurate way to evaluate financial stability is by reviewing audited financial statements. However, your response will not be deemed non-responsive if you do not submit audited financial statements, it will merely not be awarded as many points in the financial related criteria.

Brian Tibbets: Thanks

Dan Purdy: if a public company is annual report suitable?

Yes, if it is enough information to determine financial strength. We evaluate the information you send, and the ideal situation is to receive an audited financial statement.

Brian Tibbets: Thanks

National Joint Powers Alliance (NJPA): yes Dan

nico cottone: is there volume data (annual purchases, etc.) available to help quantify the opportunity?

See the attached slide on annual NJPA Procurement volume that occurred through the combination of ALL NJPA awarded contracts. We do not have procurement volume data available specific to Snow & Ice Handling Equipment. NJPA Fiscal year concluded the end of June 2014. Un-audited, preliminary numbers indicate NJPA members ended the year procuring just north of \$1.1B in purchases through NJPA awarded contracts. This includes all contract categories.

Dan Purdy: can additional items be added post award?

Yes, if they're deemed within the scope of the RFP; review the NJPA Vendor Price and Product Change Request Form on page 49 of the RFP for additional details.

scott Johnston: is this the first snow and ice contract ?

This is not the first snow and ice contract. The first snow and ice contract was awarded approximately two years ago. We had limited response, and made limited awards. Our members let us know that the category did not provide adequate solutions to meet all their needs which is why we are re-bidding the category.

Janet Tobin: We are an equipment manufacturer and upfitter. Should we partner with a chassis mfg'r to offer full solution or will chassis mfg'rs submit their product offerings independent of the equipment? NJPA will not specifically dictate how a respondent should partner or not. We do however clearly state in the RFP that we seek proposals with the most complete, robust solutions possible. We recognize that offering every conceivable configuration may not be possible, but any efforts to provide access the products/components necessary to create some selection of turnkey solutions are preferred by NJPA and our members. As a point of reference, in reviewing several current NJPA awarded equipment contracts that offer solutions mounted on heavy truck chassis, it is not uncommon to find at least a limited selection of base packages that include the chassis.

Mike Minicucci: Can additional discounts be applied post award ? As referred to in the RFP, NJPA allows a process referred to as the "Product & Price Change Process" to occur as necessary within the four year term of a contract award. This process allows the contract awarded vendor to request product/service additions or deletions to the contract, as well as request price reductions or price increases. All requests must be substantiated for need and/or value to NJPA and our members, and must be formally approved by NJPA prior to implementation.

Terry Manway: can we access the current membership list anywhere?

Dan Purdy: Can you speak to your invitation and concept regarding bare truck chassis as an optional item on Snow and Ice ?

NJPA is seeking the most comprehensive and robust proposals possible within the scope of "Snow & Ice Handling Equipment". Within this scope, we know there is a sub-category of needs for equipment mounted on Heavy Truck Chassis. We are aware that some NJPA members prefer to purchase road ready, turnkey plow trucks, while other members prefer to procure all the components and build the trucks themselves. Given these two schools of thought, it would be most desirable for NJPA members to have access to both turnkey solutions and components for build/assembly.

Mike Minicucci: Thank you

Dan Purdy: How do you compare pricing if products are not apples to apples?

We evaluate all the pricing information you submit with your response and in relation to demonstrated discounts. Your pricing should incorporate nationally leveraged pricing and reflect the understanding that this contract is a national contract whereby you have the potential to make thousands of sales from it. Demonstrate your willingness and ability to substantially discount your equipment/products/services.

Rebecca Schaltenbrand: Will you consider sole source products? Products that are available via 1 entity. A sole source letter can be included with the bid response.

While NJPA will consider sole source proposals, the question should be asked concerning the value of a contract award to a sole source solution. Typically, procurement laws do not require a competitive bid process in situations where sole source condition can be validated/substantiated.

Mike Minicucci: Should we mention this in the RFP or should we treat additional discount on a case to case basis ? The NJPA pricing model is referred to as a "ceiling price" model, meaning each proposal should be presented with "price not to exceed". This allows the contract awarded vendor to price below the ceiling price when it is determined that a situation merits such action. It is common for vendors to declare additional volumetric based discounts if such are intended to be offered.

National Joint Powers Alliance (NJPA): [www.njpacoop.org](http://www.njpacoop.org) - Access for Vendors link - membership list password: value

Janet Tobin: For the benefit of your members will this contract be a multiple award?

Possibly, it will depend upon the content of the responses received.

Michael Riggs: Pricing: Section 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 must be included in their proposal and provided throughout the term of any Contract resulting from this RFP. - Question, given the wide variety of combinations of hydraulic packages, snow plows, spreaders, etc. If a company provides MSRP for a package and a member deviates from the package through options and ends up higher than MSRP for the package, is this acceptable?

Pricing must be auditable. When referencing existing NJPA contract awards in various equipment categories, this sort of complex situation is addressed several different ways. One model in use is for the vendor to present a "base package price", then attach an options list that includes a Plus/minus price next to each option, indicating how each option will influence the base price (up or down). Another model is for the vendor to present a suite of base models, and treat each option change to the base model as a "sourced goods" or "open market" option. For solutions that include

build/assembly for customization or numerous option configurations, models have been used by NJPA members to declare that labor for modification from base package will be estimated at time of final configuration/specification, and provided to member at a set discount from standard rates. There are a variety of ways pricing can be declared. What is most important is that you clearly define how pricing will be determined, and how NJPA and our members will be able to validate contract pricing.

Janet Tobin: Thank you

Janet Tobin: Will there be an addendum showing the attendees and companies participating on the webinar? Also will Q&A from this webinar be posted in an addendum?  
Other than the chat conversation, we do not send participant or company names as part of the RFP addendum.

Michael Riggs: Excellent, thank you.

Terry Manway: Will orders be placed and invoiced to NJPA or will we essentially be doing business with the individual members using their PO's??  
As presented in the slide deck used for the Pre-bid conference, NJPA's primary value in this process is to complete a sealed, competitive bid process resulting in legal contracts for ourselves and our members to use. NJPA will not receive P.O.s for contract(s) awarded in this category. The business will occur directly between contract awarded vendor(s) and/or their authorized dealer, and the NJPA member.

Janet Tobin: thanks

Dan Purdy: what formats are acceptable for the list of optional components, hard copy, live on-line tools, CD?  
It should be sent via a hard copy, thumb drive, CD, etc; on-line tools are not desirable. Members expect the ability to audit product/services available and their corresponding prices files for any given time period of the contract. NJPA maintains a complete historical record of all items/services under contract and their pricing for all points throughout the term of the contract.

Mike Minicucci: What is the deadline for addendums before we submit our bid ?

Dan Purdy: Does the OEM enter into a contract with NJPA if proposing on behalf of their dealer network? If the OEM dealer handles the transaction with the NJPA member does the OEM dealer handle submission of the NJPA fee or is it collected by the OEM, then submitted to NJPA. Who would handle reporting?  
It is the responsibility of NJPA contract awarded vendors to report all purchases made by NJPA members through their awarded contract each quarter. There is a set process for quarterly reporting to occur, which NJPA educates each contract awarded vendor on post award. Current NJPA awarded vendors have developed several different methods for ensuring accurate reporting is occurring between the dealer channels and the manufacturer....NJPA invests significant time and energy assisting contract awarded vendors in implementing accurate reporting methods. In referencing current NJPA contract awarded vendors in the various equipment categories, there are a variety of ways vendors have responded. Many have responded on behalf of their dealer network, and have taken on the responsibility of implementing effective models for ensuring the dealers report contract sales to the OEM. There are also current contract awarded vendors that have chosen to respond as an OEM, requiring orders to be placed with the OEM and then bringing the local dealer into the sale once order has been placed with the OEM. Regardless of the model chosen, the responsibility for accurate reporting rests with the recipient of contract award.

Dan Purdy: Thanks you for your patience and answers

Isaac Roth: question #29 - you ask for electronic copies of our literature & marketing materials....do you also want hard copies of these materials sent to you as well?  
No. We ask for marketing samples and an electronic version of those materials is appropriate.

Mike Minicucci: Thanks

National Joint Powers Alliance (NJPA): You're welcome Dan, that's why we are here, please ask questions!

Janet Tobin: Are freight and delivery fees to be included in the pricing structure or can this be a separate line item? Or can freight and delivery fees be determined at time of order?

Freight and delivery fees can be addressed in a variety of ways, what is most imperative is that you clearly identify how you will address those costs. In referencing current NJPA contract awards in the equipment space...a variety of models have been implemented. Some chose to establish and maintain a freight matrix for the various equipment groups, identifying costs by model and shipping zone. Others have a single freight and or delivery fee included in each package. Others have chosen to simply identify FOB factory. Whatever method you decide to use, clearly articulate how these costs will be determined and applied.

National Joint Powers Alliance (NJPA): ### to mute your phone please

Brian Tibbets: Thank you!

Janet Tobin: Please see my question on freight

Dan Purdy: Do proposers typically attend the opening?

The bid opening is a public meeting and anyone is able to attend. Typically, proposers do not attend.

Janet Tobin: If we are not selected for the award, is there a challenge period or process?

Yes, please refer RFP section 8.25 of the RFP.

Janet Tobin: thanks

Mike Minicucci: Being a Canadian Company, would this be an added Value for the NJPA ?

Being a Canadian company alone is not value add. Demonstrating you are a company that has the appropriate ability to sell and service to Canada as well as the US does earn points in the value add criteria. It's up to the responder to present information on what is a value add of their organization and why.

StevenEaton: I was unable to receive the beginning of the presentation, could I receive a video of this presentation? I had the wrong phone number.

We do not record the conferences. The beginning few slides were merely an overview of what the conference is intended to accomplish and who NJPA is. However, should you have ANY questions on any of the slides you miss, please call Maureen or Jeremy, our information is on the PowerPoint slide deck that will be emailed to you this week.

Janet Tobin: What is the expected date for the award decision?

It depends on the number and complexity of the responses received, tentative award date is the August or September NJPA Board meeting.

Dan Purdy: will you publish these questions as addm?

Yes, NJPA reviews what was covered in the conference and will email an addendum to all that requested the RFP. The addendum will include responses that NJPA feels material or beyond a mere clarification of the RFP. The addendum is also posted on our website, njpacoop.org

Mike Minicucci: Thank you for all your help.

Dan Purdy: Thank you

Michael Riggs: Section 8.25: Could you clarify protest within 10 days after public notice or announcement of award.

Yes, it is within 10 calendar days after the announcement of the award. All awards are announced at the NJPA board meeting.

Kevin Newson: Could multiple company branches operate under one contract but invoice at a branch level?  
It is possible for multiple branches of a single company to be included in a single contract. The contract purchases made through each branch would need to be reported quarterly, in a single report, and submitted to NJPA. There are several examples of this occurring with current NJPA contract awarded vendors. Ultimate responsibility for compliance to terms and conditions of the contract award would rest with the company awarded the contract.

Dan Purdy: Pls advise dates on board meetings  
Upcoming NJPA Board meeting dates: Sept. 16, Oct. 21, Nov. 18.

**ACKNOWLEDGMENT OF ADDENDUM FOUR (4) TO RFP DISTRIBUTED VIA EMAIL ON JULY 18, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ADDENDUM FIVE (5)**  
 To that certain  
**NJPA RFP #080114**  
 Issued by  
 National Joint Powers Alliance®  
 For the procurement of

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

- 1) The original *Deadline for Submission of Proposals* of July 31, 2014 will be extended to **August 7, 2014**. The amended RFP timeline is as follows:

<b>June 3, 2014</b>	Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, in print and online The State within the state of South Carolina, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com and Biddingo.
<b>July 16, 2014 10:00 A.M. Central Time</b>	Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)
<b>July 24, 2014</b>	Deadline for RFP requests and questions
<b>August 7, 2014 4:30 P.M. Central Time</b>	Deadline for Submission of Proposals
<b>August 8, 2014 8:00 A.M. Central Time</b>	Public Opening of Proposals

**ACKNOWLEDGMENT OF ADDENDUM FIVE (5) TO RFP DISTRIBUTED VIA EMAIL ON JULY 23, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ADDENDUM SIX (6)**  
To that certain  
**NJPA RFP #080114**  
Issued by  
National Joint Powers Alliance®  
For the procurement of



**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES AND SUPPLIES**

**Consider the following to be part of the above titled RFP:**

**Questions are in black, Answers are in red.**

1. Are your members assigned a membership number? We are looking to require that information when accepting an order.

Yes, Members are issued Member numbers.

2. How do we know if the member is still active and in good standing with NJPA?

Memberships are no cost, no obligation, and are perpetual.

3. Does NJPA do a credit check before accepting members? We normally conduct that activity with every new customer but may look to waive that requirement based on NJPA's criteria for member acceptance.

No, NJPA does not do a credit check on our Members. Your processes in this area are up to you.

4. Do we determine when the NJPA administrative fee is paid? Some electronic procurement websites require us to pay the fee at time of order acceptance and some at time of order shipment. I did not find a stipulation in the documentation so want to make sure we can specify this in our order process flowchart.

You are asked to "describe your proposed order process" in Question 3 of Form P, and Question 43 of Form A asks you to "Identify a proposed Administrative Fee". Your answers will be evaluated on the basis of reasonableness. Administrative fees will be payable to NJPA quarterly in an amount related to the sales reporting for that quarterly period.

5. We will have supplemental documents to support the questions on some of the forms. For example, we are sending our financial audit report. Are we required to submit hard copies of that type of documentation or just send electronically? The bid submission check off list does not indicate they need to be sent as hard copies.

Optional documentation should be in electronic form only.

6. I wrote a note from the webinar that it was mentioned "a few examples of literature, not the entire literature portfolio, should be sent hard copy"; however, that is not indicated on the bid submission check off list. Please advise how to handle this.

Literature is optional, and should therefore be in electronic format only. Any amount of literature is acceptable if you believe such literature is essential to making your point in your proposal.



**ACKNOWLEDGMENT OF ADDENDUM SIX (6) TO RFP DISTRIBUTED VIA EMAIL ON AUGUST 1, 2014**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Award  
RFP #080114

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Epoke North America Inc. Date: July 22, 2014

Company Address: P.O. Box 284, 2458 Huntley Rd

City: Stittsville Prov: ON State: ON Postal: K2S 1A4 Zip: K2S 1A4

Contact Person: Dan Rouleau Title: Vice-President

Authorized Signature (ink only): [Signature] DAN ROULEAU  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

EPOKE NORTH AMERICA, INC.  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment 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 or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

*[Handwritten Signature]*  
NJPA Executive Director

Dr Chad Coanette  
(Name printed or typed)

Awarded this 21<sup>st</sup> day of October, 20 14 NJPA Contract Number # 080114 -EPK

NJPA Authorized signature:

*[Handwritten Signature]*  
NJPA Board Member

Scott Veronen  
(Name printed or typed)

Executed this 21<sup>st</sup> day of October, 20 14 NJPA Contract Number # 080114-EPK

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name EPOKE NORTH AMERICA INC.

Vendor Authorized signature:

*[Handwritten Signature]*

DAN ROULFAW  
(Name printed or typed)

Title: V.P. SECRETARY TREASURER

Executed this 22<sup>nd</sup> day of OCTOBER, 20 14 NJPA Contract Number # 080114-LPK



EPOKE NORTH AMERICA INC

## Epoke Price List: NJPA Contract

### **Epoke Bulk Spreaders**

NJPA members are subject to a 3% discount on Epoke Bulk Spreaders.

Bulk Spreader models and technology included are: Igloo, S3800 AST, S4900/4902  
Sirius Combi AST, Virtus and EpoSat

Model pricing sheets follow this page.

Pricing is effective April 20, 2016

All pricing is USD

FOB Destination North America



# EPOKE S3800/ 3800-2T SIRIUS AST

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke S3800 Sirius AST road speed related truck mounted spreader (driven by truck mounted hydraulic system) with the following standard features and included options:

- 38XX stainless steel agitator with replaceable steel spring fingers
- 38XX stainless steel delivery roller with 8mm steel cams
- 38XX soft rubber base & standard spring base and spring base adjustment
- 38XX conveyor belt
- 38XX galvanized feed funnel and inspection ladder
- 38XX central placed grease points
- 608286 hydraulic fittings JIC – 12 pressure & return- Dealer to supply hydraulic hoses
- 606162 large distribution box with RS232
- 608362 EpoMaster III controller with RS232 & card reader
- 609609 ground speed adapter
- 425400 spout, stainless steel
- 38XX wiring only for work light and wiring and beacon stems for two beacons
- 608569 hydraulic pressure gauge in machine house
- 608083 neutral gear
- 608XXX liquid system including side tanks, liquid level indicator and autostop of liquid fill
- 608069 5 – 30% variable prewetting system
- 605605 shut off valve
- 608740 stainless steel liquid spout
- 38XX safety grate 4” X 4” with 8 degree slope
- 608134 level indicator for dry material

Epoke S3800 Sirius AST **SMALL** hopper equipped as above with 2 X 245 gallon side tanks- select one of the following hopper options:

- 3830 SMALL 3m3 (4.0 cubic yard) .....\$ 68,130.00
- 3831 SMALL 3m3 + 1m3 (5.2 cubic yard) add .....\$ 1,705.00
- 3832 SMALL 3m3 + 2m3 (6.5 cubic yard) add .....\$ 2,060.00

Epoke S3800 Sirius AST **MEDIUM** hopper equipped as above with 2 X 310 gallon side tanks- select one of the following hopper options:

- 3840 MEDIUM 4m3 (5.2 cubic yard) .....\$ 71,685.00
- 3850 MEDIUM 4m3 + 1m3 (6.5 cubic yard) add .....\$ 1,705.00
- 3851 MEDIUM 4m3 + 2m3 (7.8 cubic yard) add .....\$ 2,060.00
- 3852 MEDIUM 4m3 + 3m3 (9.1 cubic yard) add .....\$ 2,415.00

Epoke S3800 Sirius AST **LARGE** hopper equipped as above with 2 X 405 gallon side tank- select one of the following hopper options:

- 3860 LARGE 6m3 (7.8 cubic yard).....\$ 74,525.00
- 3870 LARGE 6m3 + 1m3 (9.1 cubic yard) add.....\$ 1,705.00
- 3871 LARGE 6m3 + 2m3 (10.4 cubic yard) add.....\$ 2,060.00
- 3872 LARGE 6m3 + 3m3 (11.7 cubic yard) add.....\$ 2,415.00



# EPOKE S3800/ 3800-2T SIRIUS AST

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Select one of the following chute arrangements:

608272 Short chute arrangement for truck bed height 1072 - 1377 mm (42" to 54")

608271 Long chute arrangement for truck bed height 1415 - 1770 mm (55" to 70")

**Paint:** Spreaders are painted standard Epoke RAL 2011 orange. Other RAL colors are available at a Dealer net cost of \$ 1,365.00 per order. This cost is for cleaning and changeover and is a total net *per order*- for one or multiple spreaders that are ordered at the same time.

### Options:

608193 Front tank 265 gallon .....	\$ 4,565.00
38XX Leg system (includes the following): .....	\$ 7,940.00
608062 17 ton brackets; 608243 rubber protection bars on subframe; 608648 side marker/ flag; 608664 spring assist for rear legs; 608682 short console frame for front roller; 603992 multiplug kit; 38XX lateral guides	
38XX Folding cover .....	\$ 3,085.00
608748 'D' ring tie down kit- Dealer installed for 4 points at top corner of hopper/extension .....	\$ 290.00
605423 Electric symmetry .....	\$ 1,100.00
38XX Lighting includes LED Megabeam work light and two LED rotating orange beacons .....	\$ 1,195.00
608665/ 609895 Frame mount kit includes 1 front pivot and 1 or 2 rear supports as required .....	\$ 2,900.00
604577 Air temperature sensor .....	\$ 405.00
603320 Proximity sensor for two plows .....	\$ 810.00
609154 Extreme duty spinner disc and wings for sand use .....	\$ 580.00
3800AST-2T Twin Spinner option (up to 80' spread width) add .....	\$ 20,560.00



# EPOKE S4900/ 4902 SIRIUS COMBI AST

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke S4900 Sirius Combi AST road speed related truck mounted spreader (driven by truck mounted hydraulic system) with the following standard features and included options:

- 49XX stainless steel agitator with replaceable steel spring fingers
- 49XX stainless steel delivery roller with 8mm steel cams
- 49XX soft rubber base & standard spring base and spring base adjustment
- 49XX conveyor belt
- 49XX galvanized feed funnel and inspection ladder
- 49XX central grease bank
- 608953 hydraulic fittings JIC – 12 pressure & return- Dealer to supply hydraulic hoses
- 606162 large distribution box
- 608362 EpoMaster III controller with RS232 & card reader
- 609609 ground speed adapter
- 609026/27 wiring only for work light and wiring and beacon stems for two beacons
- 608765 hydraulic pressure gauge in machine house
- 608083 neutral gear
- 608XXX auto stop fill, liquid level indicator and camlock coupling for liquid pump off
- 49XX safety grate 4" X 4" with 8 degree slope
- 608134 level indicator for dry material

Epoke S4900 Sirius Combi AST **SMALL** hopper equipped as above with 2 X 245 gallon side tanks. External front tanks are selected separately- see options below. Select one of the following hopper options:

- 4908 SMALL 3m3 (3.9 cubic yard) .....\$ 72,280.00
- 4910 SMALL 3m3 + 1m3 (5.2 cubic yard) add .....\$ 1,705.00
- 4912 SMALL 3m3 + 2m3 (6.5 cubic yard) add .....\$ 2,060.00

Epoke S4900 Sirius Combi AST **MEDIUM** hopper equipped as above with 2 X 310 gallon side tanks. External front tanks are selected separately- see options below. Select one of the following hopper options:

- 4914 MEDIUM 6m3 (7.8 cubic yard) .....\$ 75,415.00
- 4914 MEDIUM 6m3 + 1m3 (9.1 cubic yard) add .....\$ 1,705.00

Epoke S4900 Sirius Combi AST **LARGE** hopper equipped as above with 2 X 405 gallon side tanks. External front tanks are selected separately- see options below. Select one of the following hoppers:

- 4918 LARGE 6m3 (7.8 cubic yard).....\$ 76,905.00
- 4919 LARGE 6m3 + 1m3 (9.1 cubic yard) add.....\$ 1,705.00
- 4920 LARGE 6m3 + 2m3 (10.4 cubic yard) add.....\$ 2,060.00
- 4921 LARGE 6m3 + 3m3 (11.7 cubic yard) add.....\$ 2,415.00

Select one of the following chute arrangements:

- 608774 Short chute arrangement for truck bed height 1072 - 1377 mm (42" to 54")
- 608773 Long chute arrangement for truck bed height 1415 – 1770 mm (55" to 70")



# EPOKE S4900/ 4902 SIRIUS COMBI AST

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

**Paint:** Spreaders are painted standard Epoke RAL 2011 orange. Other RAL colors are available at a Dealer net cost of \$ 1,365.00 per order. This cost is for cleaning and changeover and is a total net per order- for one or multiple spreaders that are ordered at the same time.

### Options:

#### External Front Tanks:

608193 265 gallon .....	\$ 4,565.00
609337 460 gallon .....	\$ 8,320.00
608844 660 gallon .....	\$ 10,470.00
60933X 1,125 gallon.....	\$ 14,775.00
608845 1,320 gallon .....	\$ 14,775.00
60933X 1,785 gallon.....	\$ 21,225.00
608846 1,980 gallon available on <u>SMALL</u> hopper only.....	\$ 21,225.00
60933X 2,445 gallon available on <u>SMALL</u> hopper only.....	\$ 27,680.00

49XX Leg system (includes the following): ..... \$ 7,940.00  
608062 17 ton brackets; 608243 rubber protection bars on subframe; 608648 side marker/ flag; 608664 spring assist for rear legs; 608682 short console frame for front roller; 603992 multiplug kit; 49XX lateral guides

49XX Folding cover ..... \$ 3,085.00

608748 'D' ring tie down kit- Dealer installed for 4 points at top corner of hopper/extension.....\$ 290.00

605423 Electric symmetry ..... \$ 1,100.00

49XX Lighting includes LED Megabeam work light and two LED rotating orange beacons ..... \$ 1,195.00

608665/ 609895 Frame mount kit includes 1 front pivot and 1 or 2 rear supports as required ..... \$ 2,900.00

604577 Air temperature sensor ..... \$ 405.00

603320 Proximity sensor for two plows ..... \$ 810.00

609154 Extreme duty spinner disc and wings for sand use ..... \$ 580.00

4902 High Speed Combi includes the following features and operating specifications ..... \$ 12,270.00

- 3800 spinner disc (in lieu of 4900 spinner disc) and 3 cylinder, 115 cc liquid pump
- a second 6 cylinder, 280cc liquid pump for straight liquid application
- 1.2 m (4') spray boom
- 11 Spratronic Nozzles (3 center deflector type nozzles; 4 left & 4 right pencil nozzles)
- liquid spray widths of 3 to 11 m (10' to 36') in 1m (3') increments
- liquid application rates of up to 75 gallons/minute speeds up to 55 mph





# EPOKE VIRTUS AST LIQUID SPREADER

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke Virtus AST road speed related truck mounted high speed liquid spreader (driven by truck mounted hydraulic system) with the following standard features and included options:

- 24XX 2 X 6 cylinder 280cc liquid pumps
- 24XX 11 Spratronic Nozzles- 3 centre deflector type nozzles and 4 left & right pencil nozzles on 2.5 meter (8') boom
- 608286 hydraulic fittings JIC – 12 pressure & return- Dealer to supply hydraulic hoses
- 606161/ 438685 standard distribution box & ground speed adapter
- 608362 EpoMaster III controller with RS232 & card reader

Epoke Virtus 'AST KIT' equipped as above (without machine house) for installation & connection to locally sourced tank and frame ..... \$ 49,625.00

Epoke Virtus 'CITY AST' equipped as above (with machine house & installed sprayboom) for installation and connection to locally sourced tank and frame..... \$ 60,180.00

Epoke Virtus AST High Speed Liquid Spreader equipped as above with a subframe, machine house and modular frame & liquid tank system- select one of the following liquid hopper options:

- 3032 7500L (1,980 gallon)..... \$ 97,710.00
- 3033 10000L (2,640 gallon)..... \$ 102,260.00
- 3034 12500L (3,300 gallon)..... \$ 106,810.00
- 3035 15000L (4,000 gallon)..... \$ 111,360.00
- 3036 17500L (4,600 gallon)..... \$ 117,555.00

**Paint:** Spreaders are painted standard Epoke RAL 2011 orange. Other RAL colors are available at a Dealer net cost of \$ 1,365.00 per order. This cost is for cleaning and changeover and is a total net per order- for one or multiple spreaders that are ordered at the same time.

**Options:**

- 608422 Liquid empty sensor..... \$ 515.00
- 608423 Auto-stop of liquid filling..... \$ 360.00
- 24XX Leg System with side rollers (includes the following) ..... \$ 6,840.00  
608062 17 ton brackets; 608243 rubber protection bars on subframe; 608648 side marker/ flag; 608664 spring assist for rear legs; 608682 short console frame for front roller & 603992 multiplug kit
- 24XX Lateral Guides in lieu of side rollers..... \$ 2,180.00
- 608748 'D' ring tie down kit- Dealer installed for 4 points at top corner of hopper/extension ..... \$ 290.00
- 606162 Large Distribution box with RS232 ..... \$ 920.00
- 24XX LED Megabeam work lights (1 installed at spray boom) ..... \$ 365.00
- 24XX LED Megabeam work lights (2 installed at spray boom including wiring)..... \$ 770.00
- 24XX Beacon lighting including two LED rotating orange beacons ..... \$ 830.00
- 604577 Air temperature sensor ..... \$ 405.00
- 603320 Proximity sensor for two plows..... \$ 810.00
- 609892 Diesel engine/ hydraulic pump with fuel level indicator ..... \$ 28,800.00
- 608777 Hose wand with 15m hose drum ..... \$ 5,385.00
- 607000 JET Power option includes front mounted boom and nozzles..... \$ 22,770.00



# EPOKE VIRTUS AST LIQUID SPREADER

April 20, 2016  
MSRP USD

FOB DESTINATION, NORTH AMERICA

610163 JET Power hose wand with 20m hose drum..... \$ 5,655.00



# EPOKE IGLOO

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke Igloo truck mounted spreader (driven by truck mounted hydraulic system) with the following standard features and included options:

2XXX	standard profiled conveyor belt
2XXX	SH- operation by vehicle hydraulics- Dealer to supply hydraulic hoses
2XXX	spreading disc
606161	standard distribution box
2XXX	standard controller: EpoSet for 2300; EpoBasic for 2400 only
438685	ground speed adapter (2400 only)
600XXX	wiring only for work light and one beacon
605663	manual spread symmetry (electric symmetry option available on S2400- see below)

Epoke Igloo S2300 (NOT road speed related) spreader equipped as above- select one of the following hopper options:

2470 0.8m3 (1.0 cubic yard)	\$ 20,845.00
605106 0.15m3 (0.2 cubic yard) hopper extension for above	\$ 660.00
605107 0.3m3 (0.4 cubic yard) hopper extension for above	\$ 780.00
2471 1.1m3 (1.4 cubic yard)	\$ 22,180.00
608019 0.3m3 (0.4 cubic yard) hopper extension for above	\$ 875.00
605108 0.5m3 (0.65 cubic yard) hopper extension for above	\$ 950.00
2472 1.4m3 (1.8 cubic yard)	\$ 23,520.00
606491 0.2m3 (0.25 cubic yard) hopper extension for above	\$ 895.00
605109 0.6m3 (0.8 cubic yard) hopper extension for above	\$ 1,010.00

Epoke Igloo S2400 (road speed related) spreader equipped as above- select one of the following hopper options:

2485 0.6m3 (0.8 cubic yard)	\$ 27,785.00
605107 0.2m3 (0.25 cubic yard) hopper extension for above	\$ 720.00
2444 0.8m3 (1.0 cubic yard)	\$ 29,140.00
605106 0.15m3 (0.2 cubic yard) hopper extension for above	\$ 660.00
605107 0.3m3 (0.4 cubic yard) hopper extension for above	\$ 780.00
2446 1.1m3 (1.4 cubic yard)	\$ 30,475.00
608019 0.3m3 (0.4 cubic yard) hopper extension for above	\$ 875.00
605108 0.5m3 (0.65 cubic yard) hopper extension for above	\$ 950.00
2448 1.4m3 (1.8 cubic yard)	\$ 31,825.00
606491 0.2m3 (0.25 cubic yard) hopper extension for above	\$ 895.00
605109 0.6m3 (0.8 cubic yard) hopper extension for above	\$ 1,010.00



# EPOKE IGLOO

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Select one of the following chute arrangements:

- 249X Short chute arrangement for truck bed height 700 - 800 mm (27.5" to 31.5")
- 249X Medium chute arrangement for truck bed height 850 - 1200 mm (33.5" to 47")
- 249X Long chute arrangement for truck bed height 1100 - 1500 mm (43.5" to 59")

**Paint:** Spreaders are painted standard Epoke RAL 2011 orange. Other RAL colors are available at a Dealer net cost of \$ 1,365.00 per order. This cost is for cleaning and changeover and is a total net per order- for one or multiple spreaders that are ordered at the same time.

**Options:**

- Liquid System- select one of the following: ..... \$ 9,795.00
  - 24XX Igloo 0.6m3 includes 2 X 114L (2 X 30 gallon) side tanks
  - 24XX Igloo 0.8m3 includes 2 X 170L (2 X 45 gallon) side tanks
  - 24XX Igloo 1.1m3 includes 4 X 114L (4 X 30 gallon) side tanks
  - 24XX Igloo 1.4m3 includes 2 X 170L & 2 X 114L (2 X 45 gallon & 2 X 30 gallon) side tanks
  - Each of the above include 606XXX prewetting system fixed at 30% & 605038 shut off valve
  - 604175 Liquid level indicator ..... \$ 515.00
  - 608186 Auto-stop of liquid filling ..... \$ 360.00
- 24XX Support leg system- long, side mounted (width is 2670 mm/ 8'9") ..... \$ 3,200.00
- 24XX Safety Grate 50mm X 50mm (2" X 2") flat ..... \$ 995.00
- 24XX Folding cover ..... \$ 2,400.00
- 608362 EpoMaster III with RS232 & card reader (available on S2400 only) ..... \$ 3,840.00
- 606162 Large Distribution box with RS232 (available on S2400 only) ..... \$ 920.00
- 605298 Electric symmetry (available on S2400 only) ..... \$ 1,350.00
- 24XX Lighting includes LED Megabeam work light & two LED beacons ..... \$ 1,195.00
- 604577 Air temperature sensor (available on S2400 with EpoMaster III & large distribution box only) ..... \$ 405.00
- 603320 Proximity sensor for two plows (available on S2400 with EpoMaster III & large distribution box only) \$ 810.00
- 249X Engine/ hydraulic power (available on S2300 only) 5.5 HP Honda gas engine with manual start ..... \$ 3,645.00
- 249X Engine/ hydraulic power (available on S2400 only) 9.0 HP Honda gas engine controlled by EpoBasic/ EpoMaster ..... \$ 5,460.00



# EPOSAT

## GPS Controlled Spreading With Route Navigation

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Eposat GPS controlled automated spreading system with route navigation consists of two components- EpoSat office software package and an EpoSat hardware package to be installed on each spreader.

### EpoSat Office Software Package

EpoSat office software package for installation on customer's PC:

- Includes a digital map displaying roads, road names, cities, forests, watercourses etc.
- Includes Omni Drive card reader and one EpoCard for reference route recording
- Includes 1 year license for EpoSat and digital mapping software
- PC requirements for EpoSat software installation: Pentium 4; Processor minimum 2.0 GHz (recommended 2.8 GHz); 256MB RAM; DVD Drive; 1 GB free space on hard drive; Color screen- 1024\*768 resolution; Software: Windows 2000 or newer

<b>606749</b> EpoSat office software package equipped as above for up to 50 spreaders/ 1 installation	
Retail Price.....	\$ 15,700.00 each
<b>606913</b> EpoSat office software package equipped as above for up to 100 spreaders/ 2 installations	
Retail Price.....	\$ 14,370.00 each
<b>606914</b> EpoSat office software package equipped as above for up to 150 spreaders/ 3 installations	
Retail Price.....	\$ 13,065.00 each
<b>606915</b> EpoSat office software package equipped as above for up to 200 spreaders/ 4 installations	
Retail Price.....	\$ 11,765.00 each
<b>606916</b> EpoSat office software package equipped as above for over 200 spreaders/ 5 installations (or more)	
Retail Price.....	\$ 10,465.00 each

### Optional Office Software Updates:

607806 annual (autumn release) update license for EpoSat software and digital map .....	\$ 4,055.00
607807 (if annual subscriptions are not purchased) update license for EpoSat software and digital map .....	\$ 11,255.00

### EpoSat Hardware Package

EpoSat hardware package for installation on each spreader- spreader must be equipped with PWM hydraulic system and EpoMaster III with card reader. Kit includes: active GPS antenna kit, EpoSat GPS print, in cab route navigation box and installation when factory ordered on new spreaders.

Dealer installed on exiting spreaders- Dealer to quote labor for installation

### **600 # Varies by Model and Factory or Field Install- Contact ENAI for Ordering Information**

EpoSat spreader hardware package	
Retail Price.....	\$ 7,990.00 each***

\*\*\*Spreaders may require upgrades (at additional cost) to take advantage of all of the latest EpoSat features.

Provide serial number(s) to ENAI to request a quote for the required upgrade kit.

### EpoSat Simulator Kit

EpoSat simulator kit for route set up and adjustment. Kit includes: active GPS antenna; distribution and white box with EpoSat GPS print; PWM and CPU boards; plug for 12 volt power point. EpoMaster III controller is required- but is not included

607767 EpoSat simulator kit.....	\$ 4,490.00
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EPOKE NORTH AMERICA INC

## Epoke Price List: NJPA Contract

### **Epoke Towed Spreaders**

NJPA members are subject to a 5% discount on Epoke Towed Spreaders.

Towed Spreaders models included are: EpoMini 5, EpoMini 20, ITM 35, ITM 45, ITM 60, PM 1.4, PMH 1.4, PSL 6.5, SKE8, SKE15, SKE20, TKB12-280, TMK10-275, TP3, and TP9.

Model pricing sheets follow this page.

Pricing is effective April 20, 2016

All pricing is USD

FOB Destination North America

\*\*Minimum Order Quantity for EpoMini 5 is 4 units

\*\*Minimum Order Quantity for EpoMini 20 is 2 units



# EPOMINI 5

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

EpoMini 5 manually operated road speed related spreader with the following standard features and included options:

- 1807 standard agitator
- 1807 rubber base
- 1807 spring base and spring base adjustment
- 1807 transmission
- 1807 delivery roller with 3mm cams
- 1807 pneumatic wheels

Retail Price.....\$ 1,360.00

\*\*Minimum order of 4 units

### Technical Data:

Capacity:	50 liters	0.025 cubic yard
Total Width:	750 mm	29.5"
Spreading Width:	550 mm	22"
Weight:	30 kg	66 lbs



# EPOMINI 20

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

EpoMini 20 towed road speed related spreader with the following standard features and included options:

- 1821 standard agitator
- 1821 rubber base
- 1821 spring base and spring base adjustment
- 1821 transmission
- 1821 delivery roller with 3 mm double cams
- 1821 pneumatic wheels
- 1821 manually operated remote on/off

Retail Price.....\$ 3,170.00

One of the following draw system options must also be selected:

- 600706 drawbar with 1 7/8" trailer ball coupling.....\$ 515.00
- 600743 drawbar with 25 mm eye.....\$ 290.00
- 600693 drawbar with 38mm eye.....\$ 290.00
- 600744 drawbar with fork.....\$ 290.00
- 600785 three point hitch bracket.....\$ 685.00

\*\*Minimum order of 2 units

Technical Data:

Capacity:	200 liters	0.26 cubic yard
Total Width:	1065 mm	42"
Spreading Width:	800 mm	31.5"
Weight:	75 kg	165 lbs





# ITM 35

April 20, 2016  
MSRP USD  
FOB DESTINATION, NORTH AMERICA

Epoke ITM 35 road speed related towed spreader with the following standard features and included options:

- 1501 standard rubber base
- 1501 spring base and spring base adjustment
- 1501 transmission
- 1501 pneumatic wheels
- 600584 agitator
- 604121 delivery roller with 5 mm double cams

Retail Price.....\$ 5,575.00

One of the following draw system options must also be selected:

- 600019 reversible drawbar with 1 7/8" trailer ball coupler and 50 mm eye.....\$ 610.00
- 601461 three point hitch mount.....\$ 1,460.00

Options (available as kits for Dealer install):

- 600030 lights.....\$ 700.00
- 600028 electric remote control .....\$ 1,985.00
- 600029 electric remote control and lights.....\$ 2,685.00
- 600776 support leg.....\$ 210.00

Technical Data:

Capacity:	350 liters	½ cubic yard
Total Width:	1150 mm	45"
Track Gauge:	1028 mm	40.5"
Spreading Width:	780 mm	31"
Weight:	145 kg	320 lbs



# ITM 45

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke ITM 45 road speed related towed spreader with the following standard features and included options:

- 1502 standard rubber base
- 1502 spring base and spring base adjustment
- 1502 pneumatic wheels
- 600962 transmission without reduction
- 600966 agitator
- 604087 delivery roller with 3 mm single cams

Retail Price..... \$ 8,020.00

One of the following draw system options must also be selected:

- 600019 reversible drawbar with 1 7/8" trailer ball coupler and 50 mm eye..... \$ 610.00
- 600024 lift truck fitting with support legs ..... \$ 770.00
- 601189 three point hitch mount ..... \$ 1,900.00

Options (available as kits for Dealer install):

- 600030 lights..... \$ 700.00
- 600028 electric remote control ..... \$ 1,985.00
- 600029 electric remote control and lights..... \$ 2,685.00
- 600776 support leg..... \$ 210.00
- 605022 250L (1/3 cubic yard) hopper extension ..... \$ 755.00

Technical Data:

Capacity:	450 liters	5/8 cubic yard
Total Width:	1435 mm	56.5"
Track Gauge:	1290 mm	51"
Spreading Width:	1010 mm	40"
Weight:	192 kg	423 lbs



# ITM 60

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoque ITM 60 road speed related towed spreader with the following standard features and included options:

- 1503 standard rubber base
- 1503 spring base and spring base adjustment
- 1503 pneumatic wheels
- 600962 transmission without reduction
- 604131 delivery roller with 3 mm single cams
- 605211 agitator

Retail Price..... \$ 8,370.00

One of the following draw system options must also be selected:

- 600019 reversible drawbar with 1 7/8" trailer ball coupler and 50 mm eye..... \$ 610.00
- 600024 lift truck fitting with support legs ..... \$ 770.00
- 601189 three point hitch mounting ..... \$ 1,900.00

Options (available as kits for Dealer install):

- 600044 lights..... \$ 700.00
- 600028 electric remote control ..... \$ 1,985.00
- 600043 electric remote control and lights..... \$ 2,685.00
- 600776 support leg..... \$ 210.00

Technical Data:

Capacity:	600 liters	3/4 cubic yard
Total Width:	1895 mm	75"
Track Gauge:	1730 mm	68"
Spreading Width:	1460 mm	57.5"
Weight:	220 kg	485 lbs



# PM1.4

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke PM1.4 three-point hitch mounted, mechanically driven (by power take-off of tractor) spreader with the following standard features and included options:

- 3305 agitator
- 3305 safety grate
- 3305 standard rubber base
- 3305 spring base and spring base adjustment
- 432495 cardan shaft, 1 3/8" X 6 hub. Length = 310 mm (12")
- 604289 transmission, 540 RPM right
- 604295 delivery roller with 3 mm cams
- 604719 rubber edge for fine material

Retail Price.....\$ 5,940.00

Options:

604292 hopper extension- 60 liter (0.08 cubic yard).....\$ 600.00

605705 hopper extension- 140 liter (0.18 cubic yard).....\$ 725.00

Technical Data:

Capacity:	140 liters	0.18 cubic yard
Total Width:	1091 mm	43"
Spreading Width:	1010 mm	40"
Weight:	91 kg	201 lbs



# PMH1.4

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke PMH1.4 three-point hitch mounted, hydraulically driven (by tractor hydraulics at a flow rate of 10 – 40 liters/minute) spreader with the following standard features and included options:

- 3307 agitator
- 3307 safety grate
- 3307 standard rubber base
- 3307 spring base and spring base adjustment
- 604295 delivery roller with 3 mm cams
- 604719 rubber edge for fine material

Retail Price.....\$ 5,185.00

Select one of the following transmissions:

- 604410 transmission 30 liter (8 gallons)
- 605729 transmission 15 liter (4 gallons)

Options:

- 604292 hopper extension- 60 liter (0.08 cubic yard).....\$ 600.00
- 605705 hopper extension- 140 liter (0.18 cubic yard).....\$ 725.00

Technical Data:

Capacity:	140 liters	0.18 cubic yard
Total Width:	1091 mm	43"
Spreading Width:	1010 mm	40"
Weight:	85 kg	188 lbs



# SKE 8

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke SKE 8 road speed related towed spreader with the following standard features and included options:

- 1001 spring base and spring base adjustment
- 1001 transmission
- 200591 76 mm draweye
- 600219 agitator
- 600220 rubber base for salt
- 600224 solid support wheel
- 600969 24% reduction
- 601740 lights
- 601938 electric remote
- 604314 delivery roller with 8 mm double cams
- 606612 6.00 X 9 12 ply tires

Retail Price..... \$ 17,135.00

Select one of the following drawbars:

- 600225 685 mm (27") drawbar
- 600226 1085 mm (43") drawbar

Options:

600231 second agitator shaft (Parts kit- Dealer Installed)..... \$ 1,810.00

**City Combi Liquid System** (factory installed or as a kit to be retrofitted to existing SKE8's)

- 360 Liter (95 gallon) liquid tanks
- Road speed related: 0- 20 km/h
- Dry material, pre- wet material and straight liquid application capable

Retail Price..... \$ 8,385.00

Technical Data:

Capacity:	750 liters	1.00 cubic yard
Total Width:	1285 mm	50.6"
Track Gauge:	790 mm	31"
Spreading Width (both dry & liquid):	1008 mm	40"
Weight:	400 kg	880 lbs



# SKE 15

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke SKE 15 road speed related towed spreader with the following standard features and included options:

- 1004            spring base and spring base adjustment
- 1004            transmission
- 1004            solid support wheel
- 200591         76 mm draweye
- 600154         rubber base for salt
- 600261         one-sided transmission
- 600267         24% reduction
- 601746         lights
- 601938         electric remote
- 601993         agitator
- 604336         delivery roller with 7 rows 3 mm single cams
- 605229         7.50 X 10 14 ply tires

Retail Price.....\$ 22,810.00

Options:

600406 0.5m3 (0.65 cubic yard) hopper extension.....\$ 785.00

Technical Data:

Capacity:	1.25 cubic meters	1.64 cubic yard
Total Width:	1665 mm	65.5"
Track Gauge:	1000 mm	31"
Spreading Width:	1390 mm	55"
Weight:	600 kg	1,323 lbs



# SKE 20

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke SKE 20 road speed related towed spreader with the following standard features and included options:

- 1005            spring base and spring base adjustment
- 1005            transmission
- 1005            solid support wheel
- 200591         76 mm draweye
- 600088         rubber base for salt
- 600261         one-sided transmission
- 600267         24% reduction
- 601750         lights
- 601938         electric remote
- 601994         agitator
- 604357         delivery roller with 7 rows 3 mm single cams
- 605229         7.50 X 10 14 ply tires

Retail Price.....\$ 24,670.00

### Technical Data:

Capacity:	1.65 cubic meters	2.16 cubic yard
Total Width:	2195 mm	86.4"
Track Gauge:	1530 mm	60"
Spreading Width:	1918 mm	75.5"
Weight:	720 kg	1,588 lbs





# TKB12-280

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke TKB12-280 road speed related towed spreader (spreads when driving forwards and backwards) with the following standard features and included options:

- 1108 transmission with 38% reduction
- 1108 spring base and spring base adjustment
- 1108 agitator
- 439226 rubber base for salt
- 600129 76 mm draweye
- 600878 rubber front edges, low
- 607741 guide chains, standard (2196 mm)
- 607994 rubber apron
- 607923 lights
- 601938 electric remote
- 603909 delivery roller with 3 mm double cams
- 606612 6.00 X 9 12 ply tires
- 603913 support wheel- solid

Retail Price.....\$ 22,375.00

Options:

601592 Hopper Empty Sensor .....\$ 480.00

Technical Data:

Capacity:	1.2 cubic meters	1.57 cubic yard
Total Width:	2800 mm	110.2"
Inside Hopper Width	2770 mm	109.1"
Track Gauge:	1800 mm	70.9"
Spreading Width:	2500 mm	98.4"
Weight:	710 kg	1,565 lbs



# TMK10-275

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke TMK10-275 road speed related towed spreader with the following standard features and included options:

- 1405            spring base and spring base adjustment
- 600129        76 mm draweye
- 600138        guide chains, standard
- 600142        rubber apron
- 600280        rubber base for sand
- 600296        agitator
- 600878        rubber front edges, low
- 601754        lights
- 601938        electric remote
- 604066        delivery roller with 5 mm double cams
- 604084        transmission with agitator
- 606612        6.00 X 9 12S tires

Retail Price.....\$ 19,175.00

Options:

601592 Hopper Empty Sensor .....\$ 480.00

600273 Lift Truck Bracket.....\$ 950.00

Technical Data:

Capacity:	1.00 cubic meters	1.31 cubic yard
Total Width:	2750 mm	108.3"
Inside Hopper Width	2700 mm	106.3"
Track Gauge:	2332 mm	91.8"
Spreading Width:	2000 mm	78.8"
Weight:	400 kg	882 lbs



# PSL 6.5

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke PSL 6.5 three-point hitch mounted, hydraulically driven (by tractor hydraulic system) self loading spreader with the following standard features and included options:

- 3330            spring base and spring base adjustment
- 601664        delivery roller for cams
- 406985        5 mm cams
- 601646        rubber base for salt
- 439204        hydraulic system (without remote control) for double hydraulic connection to tractor

Retail Price.....\$ 11,590.00

### Technical Data:

Capacity:	600 liters	¾ cubic yard
Total Width:	1980 mm	78"
Spreading Width:	1770 mm	70"
Weight:	315 kg	695 lbs



# EPOKE TP SPREADER

April 20, 2016

MSRP USD

FOB DESTINATION, NORTH AMERICA

Epoke TP Series Drop and Broadcast Spreader road speed related 3 point hitch tractor mounted spreader (driven by tractor hydraulic system) with the following standard features and included options:

- TPXX Epoke principle with agitator and delivery roller with 5mm cams
- TPXX spring base
- TPXX stainless spreading disc assembly
- TPXX SH- operation by tractor hydraulics- Dealer to supply hydraulic hoses
- TPXX galvanized safety grate 50mm X 50mm (2" X 2") flat
- TPXX standard distribution box
- TPXXX EpoBasic controller
- 438685 ground speed adapter
- TPXX work light and road lights
- TPXX support legs
- TPXX electric symmetry

Epoke TP3 spreader equipped as above:

- TP3 0.3m3 (0.4 cubic yard) dry material capacity .....\$ 29,275.00
- TP3XX liquid system 200L (53 gal) capacity, prewet fixed at 30% & liquid level indicator .....\$ 6,700.00
- TP3XX 0.1m3 (0.13 cubic yard) hopper extension .....\$ 660.00
- TP3XX 0.2m3 (0.25 cubic yard) hopper extension .....\$ 795.00
- TP3XX 0.3m3 (0.4 cubic yard) hopper extension .....\$ 895.00

Epoke TP9 spreader equipped as above:

- TP9 0.9m3 (1.2 cubic yard) dry material capacity .....\$ 33,895.00
- TP9XX liquid system 500L (132 gal) capacity, prewet fixed at 30% & liquid level indicator ...\$ 8,035.00
- TP9XX 0.3m3 (0.4 cubic yard) hopper extension .....\$ 900.00
- TP9XX 0.6m3 (0.8 cubic yard) hopper extension .....\$ 1,105.00

**Paint:** Spreaders are painted standard Epoke RAL 2011 orange. Other RAL colors are available at a Dealer net cost of \$ 1,435.00 per order. This cost is for cleaning and changeover and is a total net per order- for one or multiple spreaders that are ordered at the same time.

### Options:

- TP9X self-loading option (for TP9 only) from tractor hydraulic system .....\$ 10,280.00
- TPXX cover .....\$ 1,080.00
- TPXX PTO drive (in lieu of hydraulic supply from tractor) .....\$ 3,560.00



EPOKE NORTH AMERICA INC

## Epoke Price List: NJPA Contract

### **Wille Environmental Service Machines**

NJPA members are subject to a 3% discount on Wille machines,  
options and attachments.

Wille machines included are: 265, 365, 655, 855 and all options and attachments.

Machine pricing sheets follow this page.

Pricing is effective April 20,2016

All pricing is USD

FOB Destination North America



April 20, 2016  
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FOB DESTINATION, NORTH AMERICA

## **WILLE 265**

### **Item # 14020000/A**

CAT C2.2, EU Off Road stage 3A, 36kW (48hp), 4-cylinder diesel engine

Block heater

Hydrostatic transmission with variable displacement pump and 2 speed motor

1 speed reduction gear

Manually operated inching valve

Auto-load sensing hydraulic drive system

Inching pedal

Automatic differential lock on front axle

Hand operated, mechanical parking brake

Front axle hydraulically assisted drum brakes

Heated side mirrors

Front and rear fenders

Hydrostatic articulated steering

Reverse alarm

31x10.5-15 tires, machine width 1300mm (51") or 235/75-15 tires, machine width 1200mm (47")

Front and rear work lights

Beacon light with foldable arm

Radio with AM/FM, mp3, AUX and two speakers

Cab heater with 3 speed fan and filter

Air conditioning

High Pressure Water Hose

Electric regulating flow valve for drive hydraulics - regulates 54L/min (14.3gpm) pump

Heated seat

Air ride seat

Safety belt

Tilt steering

Manual hydraulic oil change pump

ROPS (ISO 3471) and FOPS (ISO 3449 1365 J approved) cab

Tow hitch

Over engine attachment brackets

Battery isolation switch

Rear window wiper and washer

3rd cylinder front hydraulics, hydraulic pilot control

4th cylinder front hydraulics, hydraulic pilot control

Drive hydraulics (max flow at 2600rpm):

- Front single acting – 54L/min (14.3gpm)
- Front single acting – 36L/min (9.5gpm)
- Front single acting – 90L/min (23.8gpm)
- Rear single acting – 54L/min (14.3gpm)

Rear, double acting, hydraulic cylinder couplers

Front lift:

- Category 1, 3 point hitch
- Hydraulic pilot control
- Ride control
- Mechanical attachment lock
- Float position

**Base Model MSRP: \$106,070**



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<b>ITEM #</b>	<b>WILLE 265 OPTIONS</b>	<b>LIST PRICE</b>
14020114/A	Hydraulic top link (increases versatility of front lift)	\$490
14028000	Rear tilt (includes rear cylinder hydraulics), required for spreader mounting	\$4,195
145027800	Rear hitch float position	\$575
14028400	Rear 3 point power lift	\$4,195
14020200	Central automatic pressure lubrication 1.5L (1.5qt) – located on rear fender	\$6,030
70101020	Filling pump for auto lube	\$685
14020107	Hydraulic tank heater	\$940
14020123	LED power work lights - Tyri 4500 Lumens (replaces 2 front standard work lights)	\$1,425
13600110	Back up camera (RW-710151 with 7" color screen)	\$1,580
14020145	Prep for float position, wing mowers (GMR TH2500C)	\$430
42900103/2	Head Rest	\$320
52050516	Turf Tire (set of 4 with HD rim) 31x15.5-15, machine width 1500mm (59")	\$6,250



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ITEM #	WILLE 265 ATTACHMENTS	LIST PRICE
13000550	High-Tipping Bucket 550L (0.7 cu yd) capacity – width 1580mm (62")	\$5,565
13091500	Folding V-Plow 1500 – working width 1320mm (52") to 1500mm (59"), with hydraulic cylinders	\$7,140
12951300	TOP Plow – extendable simultaneously from 1300mm (51") to 2100mm (82") or independent left and right extension of 600mm (24")	\$16,420
13200250/C	Zoom Plow – expandable width from 1350 mm (53") to 2469 mm (97"). Hydraulically operated end sections.	\$14,050
SB200060	Horst 5' Snow Blade - crossover relief valve, lateral float, 24" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 60" wide, angled snow clearing width 49"	\$3,625
13080130	Tokvam F130H Ribbon Snow Blower – clearing width 1300mm (51"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection, comes with 3 point hitch adapter with slotted oscillation mount	\$18,805
13080000/1	End Plates for Tokvam Ribbon Snow Blower	\$1,700
13080000/3	Snow Cutters for Tokvam Snow Blower	\$600
13150180	Galvanized Sand Spreader 180L (0.25 cu yd) capacity - working width 1100mm (43"), requires 14028000 rear tilt	\$6,245
13150250	Galvanized Sand Spreader 250L (0.33 cu yd) capacity - working width 1100mm (43"), requires 14028000 rear tilt	\$7,025
13730181	Mechanical Rear Blade 1801 - working width 1690mm (66"), 20° fixed angle, 4° oscillation, requires 14028000 rear tilt	\$3,980
13122140	Rotary Brush 140 - width 1400mm (55"), 26° hydraulic angle left & right, 700mm (28") brush diameter, 220mm (8.5") side shift left, 265mm (10.5") side shift right	\$9,780
13122121	Water tank for Rotary Brush 140 (boom mounted); 150L, 10L/min (2.6 gpm), 30 psi. For use with 13122140.	\$1,475
13140560	High Pressure Baffled Water Tank 550L (145gal) capacity - max flow 45L/min (12gpm), max pressure 2100 psi, support legs included, rear hitch required.	\$20,335
13142403	Hand-Held Hose 15m (49'). For use with 13140560.	\$1,845
13140570/C	Nozzle Pipe 1240 – min working width 1240mm (49"), 25° hydraulic angle left & right. For use with 13140560.	\$2,420
13150024	TOP Platform 330L (0.4 cu yd) capacity – with hydraulic tilting	\$5,690
13161150	GMR FR1500LH Rotary Mower: cutting width 1530mm (60"), mower width 1670mm (66"), hydraulic adjustable height 25-110mm (1"-4"), hydraulic tilt 65°, front mounting, 3 blades, rear discharge – wide spread.	\$13,750

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<b>ITEM #</b>	<b>WILLE 265 ATTACHMENTS</b>	<b>LIST PRICE</b>
<b>13161180</b>	GMR FR1800LH Rotary Mower: cutting width 1780mm (70"), mower width 1930mm (76"), hydraulic adjustable height 25-110mm (1"-4"), hydraulic tilt 65°, front mounting, 3 blades, rear discharge – wide spread.	\$14,900
<b>13161250</b>	GMR TH2500C Triplex Rotary Mower: cutting width 2480mm (98"), mower width 2530mm (99.5"), transport width 1750mm (69"), adjustable height 20-80mm (0.75"-3"), hydraulic tilt, independent adjustable (hydraulic) wings cut 10° below level, cut 15° above level, and vertical tip, front mounting, 5 blades.	\$35,500
<b>14190200</b>	Leaf Collector 900L (1.2 cu yd) capacity - tipping height 1850mm (73"), c/w suction hose and supporting legs	\$14,950
<b>14190100-2</b>	Suction Nozzle with brush. For use with 14190200.	\$7,065



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## **WILLE 365**

### **Item # 14120002/A**

CAT C2.2, EU Off Road stage 3A, 36kW (48hp), 4-cylinder diesel engine

Block heater

Hydrostatic transmission with variable displacement pump and motor

1 speed reduction gear

Manually operated inching valve

Auto-load sensing hydraulic drive system

Inching pedal

Automatic differential lock on front axle

Electric/Hydraulic engaged parking brake

Front axle, servo operated multi disc brakes in oil bath

Heated side mirrors

Front and rear fenders

Hydrostatic articulated steering

Reverse alarm

31x11.5-15 general purpose tires, machine width 1420mm (56")

Front and rear work lights

Beacon light with foldable arm

Clarion radio with AM/FM, CD/mp3, iPod/iPhone ready

Cab heater with 3 speed fan and filter

Air conditioning

Heated seat

High Pressure Water Hose

Electric regulating flow valve for drive hydraulics - regulates 54L/min(14.3gpm) pump

Air ride seat

Safety belt

Tilt steering

Roof window

Manual hydraulic oil change pump

ROPS (ISO 3471) and FOPS (ISO 3449 1365 J approved) cab

Tow hitch

Over engine attachment brackets

Battery isolation switch

Rear window wiper and washer

Parking brake interlock safety system

3rd cylinder front hydraulics, on/off electric valve

4th cylinder front hydraulics, on/off electric valve

Drive hydraulics (max flow at 2600rpm):

- Front double acting - 54L/min (14.3gpm)
- Front single acting - 36L/min (9.5gpm)
- Front single acting - 90L/min (23.8gpm)
- Rear single acting - 36/54/90L/min (9.5/14.3/23.8gpm)

Rear, double acting, hydraulic cylinder couplers

Loader:

- Hydraulic self leveling
- Service safety support
- Loader arm support for plowing
- Pilot pressure operated joy stick
- Ride control
- Hydraulic attachment lock

**Base Model MSRP: \$109,285**



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<b>ITEM #</b>	<b>WILLE 365 OPTIONS</b>	<b>LIST PRICE</b>
14128000	Rear tilt (includes rear cylinder hydraulics), required for spreader and blade mounting	\$4,195
14127800	Float position for rear hitch, recommended for blade use	\$575
42900103/2	Headrest	\$320
42900103/1	Left side arm rest	\$330
14120200	Central automatic pressure lubrication 1.5L (1.5qt) - located behind the cab	\$6,030
70101020	Filling pump for auto lube	\$685
14120107	Hydraulic tank heater	\$940
14125100	Auxiliary hydraulic oil cooler (VT 50)	\$1,930
14128300	Loader float position	\$840
14120121/1	Prep for additional work lights (includes switch and wires)	\$295
14120124	Additional work lights (2 front, 1 rear)	\$685
14120123	LED power work lights - Tyri 4500 Lumens (replaces 2 front standard work lights)	\$1,425
14430129	Flashing LED tail light	\$955
14430134	High power LED beacon	\$110
13600106	Back up camera (RW-710151 with 7" color screen)	\$1,580
14123100	Multi connection for 3 <sup>rd</sup> & 4 <sup>th</sup> cylinder hydraulics	\$1,370
14230130	TOP plow prep	\$195
14120141	Zoom plow prep	\$240
14020145	Prep for float position, wing mowers (GMR TH3000C)	\$430
14830109	Outlet, Wille 9 Access Platform	\$390
13721034	Rear counter weight - 240kg/528lbs (when equipped without rear hitch)	\$3,055
13721032	Rear counter weight - 240kg/528lbs (when equipped with rear hitch)	\$2,200
52050509	Turf Tires (set of 4 with rim) 31x13.5-15	\$6,250



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ITEM #	WILLE 365 ATTACHMENTS	LIST PRICE
13010400	Bucket 400L (0.5 cu yd) capacity - working width 1445mm (57")	\$1,795
13020800	Snow Bucket 800L (1.0 cu yd) capacity - working width 1550mm (61")	\$2,340
13020800VT	Cross hatch cutting edge for Snow Bucket 800L (13020800)	\$655
13000550	High-Tipping Bucket 550L (0.7 cu yd) capacity - width 1580mm (62"), tipping height 3130mm (123")	\$5,565
12960800	Multi-Function Bucket 750L (1.0 cu yd) capacity - working width: 1720mm (68") to 2685mm (105")	\$6,090
12960800-1	Cross hatch cutting edge for multifunction bucket 750L (12960800)	\$6,460
13080155	Tokvam F150H Ribbon Snowblower – clearing width 1500mm (59"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; Kunta 500 coupler mount, 500mm (20") diameter auger, 420mm (16.5") diameter impeller and adjustable skid shoes.	\$19,045
13080000/1	End Plates for Tokvam Ribbon Snow Blower.	\$1,700
13080000/3	Snow Cutters for Tokvam Snow Blower.	\$600
13091850	Folding Plow 186 - working width: 1435mm (56") to 1860mm (73"), 40° turning angle, 30" moldboard, 12° oscillation angle	\$9,270
13092200	Folding Plow 220 - working width: 1700mm (67") to 2200mm (87"), 40° turning angle, 30" moldboard, 12° oscillation angle	\$9,640
13091850-1	Folding plow 186 (13091850) with cross hatch cutting edge	\$9,700
13091850-1	Folding Plow 220 (13092200) with cross hatch cutting edge	\$10,305
13200250/C	Zoom Plow – expandable width from 1350 mm (53") to 2469 mm (97"). Hydraulically operated end sections.	\$14,050
12951500	TOP Plow – extendable simultaneously from 1500mm (59") to 2500mm (98") or independent left and right extension of 600mm (24")	\$16,925
SB300006	Horst 6' Snow Blade; crossover relief valve, lateral float, 30" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 72" wide, angled snow clearing width 59"	\$4,515
SB300007	Horst 7' Snow Blade; crossover relief valve, lateral float, 30" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 84" wide, angled snow clearing width 69"	\$4,735
SB300008	Horst 8' Snow Blade; crossover relief valve, lateral float, 30" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 96" wide, angled snow clearing width 78.5"	\$4,850

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ITEM #	WILLE 365 ATTACHMENTS	LIST PRICE
SB300009	Horst 9' Snow Blade; crossover relief valve, lateral float, mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 108" wide, angled snow clearing width 88.5"	\$5,250
SB300010	Horst 10' Snow Blade; crossover relief valve, lateral float, mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 120" wide, angled snow clearing width 98.5"	\$5,950
13150250	Galvanized Sand Spreader 250L (0.33 cu yd) capacity, requires 14128000 rear tilt	\$7,025
13730181	Mechanical Rear Blade 1801 - working width 1690mm (66"), 20° fixed angle, 4° oscillation, requires 141280000 rear tilt & recommended with 14127800 rear hitch float position	\$3,980
13122170	Rotary Brush 170 - working width: 1515mm (60") to 1700mm (67"), 26° hydraulic angle left & right, 700mm (28") brush diameter	\$9,780
13133205	Collecting Sweeper 205 with side brush - hopper capacity of 200L (0.25 cu yd), water tank capacity of 100L (26gal), working width 1400mm (55"), 610mm (24") brush diameter, hydraulic bottom dump	\$18,055
13133206	Additional side brush for Collecting Sweeper 205 - increases overall working width by 300mm (12") to 1700mm (67mm")	\$2,830
13140560	High Pressure Baffled Water Tank 550L (145gal) capacity - max flow 45L/min (12gpm), max pressure 2100 psi, support legs included, rear hitch required	\$20,335
13142403	Hand-Held Hose 15m (49'). For use with 13140560.	\$1,845
13140570/C	Nozzle Pipe 1240 - min working width 1240mm (49"), 25° hydraulic angle left & right. For use with 13140560.	\$2,420
13150024	TOP Platform 330L (0.4 cu yd) capacity - with hydraulic tilting	\$5,690
13161300	GMR TH3000C Triplex Rotary Mower: cutting width 2900mm (114"), mower width 2975mm (117"), transport width 2000mm (78.75"), adjustable height 20-80mm (0.75"-3"), hydraulic tilt, independent adjustable (hydraulic) wings cut 10° below center, cut 15° above center, and vertical tip, front mounting, 5 blades.	\$42,000
14190200	Leaf Collector 900L (1.2 cu yd) capacity - tipping height 1850mm (73"), suction hose and support legs included	\$14,950
14190100-2	Suction Nozzle with brush. For use with 14190200.	\$7,065
14190060	Blower unit with pipe for Leaf Collector - 25° hydraulic angle left & right, mounted on loader.	\$1,680
13062500	Pallet Forks 120 - 2500kg (5500lbs), 1200mm (48") length, adjustable width: 200mm (8") to 1200mm (48")	\$3,475
14506500	Wille 9 Access Platform (requires 14830109 - Outlet)	\$35,700

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## **WILLE 655**

**Item # 14230002/A**

CAT C4.4 (ACERT), EU Off Road Stage 3A, 97kW (130hp), 4-cylinder diesel engine

Block heater

Hydrostatic transmission with variable displacement pump and motor

2 speed gear box

Manually operated inching valve

Auto-load sensing hydraulic drive system

Inching pedal

Automatic differential lock on front and rear axles

Electric/Hydraulic engaged parking brake

Servo operated multi disc brakes in oil bath on front and rear axles

Heated side mirrors

Front and rear fenders

Hydrostatic articulated steering

Electric regulating valve

Reverse alarm

Nokian 420/65r24 TR12 or Nokian 360/80r20 TR12 tires

Front and rear work lights

Beacon light with foldable arm

Clarion radio with AM/FM, CD/mp3, iPod/iPhone ready

Cab heater with 3 speed fan and filter

Air conditioning

Heated seat

High Pressure Water Hose

Air ride seat

Safety belt

Tilt steering

Roof window

ROPS (ISO 3471) and FOPS (ISO 3449 1365 J approved) cab

Tow hitch

Over engine attachment brackets

Battery isolation switch

Rear window wiper and washer

Auxiliary Hydraulic cooler (VT50)

Load sensing hydraulics with variable pump

3rd cylinder front hydraulics, on/off, adjustable flow, 0-90L/min (0-24gpm)

4th cylinder front hydraulics, on/off, adjustable flow, 0-90L/min (0-24gpm)

Drive hydraulics (max flow at 2200rpm):

- Front double acting – 0-145L/min (0-38gpm)
- Front single acting – 55-200L/min (14.5-53gpm)
- Front single acting – 55L/min (14.5gpm)
- Rear single acting – 55/0-145L/min (14.5/0-38gpm)

Loader:

- Hydraulic self leveling
- Service safety support
- Loader arm support for plowing
- Pilot pressure operated joy stick
- Ride control
- Hydraulic attachment lock

**Base Model MSRP: \$182,055**



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ITEM #	WILLE 655 OPTIONS	LIST PRICE
14238101	Rear lift with hydraulic hitch (includes rear cylinder hydraulics with float position and mirror), required for spreader and blade mounting	\$6,945
42900103/2	Head rest	\$320
42900103/1	Left side arm rest	\$330
14240201	Central automatic pressure lubrication 1.5L (1.5qt) – located behind the cab	\$6,030
14240200	Central automatic pressure lubrication 4L (1gal), (needs 14240118 spacer if the air conditioner is behind the cab)	\$6,230
70101020	Filling pump for auto lube	\$685
14220107	Hydraulic tank heater	\$940
14235101	Hydraulic oil cooler (VT 60 in lieu of VT 50)	\$260
14438300	Loader float position	\$840
14430122	Additional rear work lights (installed on upper cab corners)	\$645
14430121/1	Prep for additional work lights (includes switches and wires)	\$295
14430121	Additional work lights (2 front, 2 rear)	\$725
14230123	LED power work lights - Tyri 4500 Lumens (replaces 2 front standard work lights)	\$1,425
14230122	LED power work lights - Tyri 4500 Lumens (replaces 2 front & 2 rear standard work lights)	\$2,680
14230129	Flashing LED tail light	\$955
14430134	High power LED beacon	\$110
13600106	Back up camera (RW-710151 with 7" color screen)	\$1,580
14230113	Parking brake and transmission interlock	\$440
14233100	Multi connection for 3rd & 4th cylinder hydraulics	\$1,370
14230135	Rocker switch for 3rd and 4th cylinder hydraulics (similar to Wille 855C)	\$1,680
14236600	5th cylinder hydraulics (divided from 3rd cylinder hydraulics)	\$1,670
14236601	6th cylinder hydraulics (divided from 4th cylinder hydraulics)	\$1,670
14247550	Flail mower front hydraulics, front 55L/min (14.5gpm) drive hydraulics (required for operation of arms)	\$1,770
14230114	Flail mower mounting bars (for mounting between loader and front frame)	\$370
14230130	TOP plow prep	\$195
14830109	Outlet – for Wille 9 Access Platform	\$390
14208401	Fender mounted tool box	\$385
14218006	Rear counter weight - 400kg/880lbs (when equipped without rear hitch)	\$3,270
14208300	Rear counter weight - 400kg/880lbs (when equipped with rear hitch)	\$3,655



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ITEM #	WILLE 655 ATTACHMENTS	LIST PRICE
13010850	Bucket 850L (1.1 cu yd) capacity - working width 1800mm (71"), machine must be equipped with 360/80-20 tires	\$3,380
13010900	Bucket 1000L (1.3 cu yd) capacity - working width 2100mm (83"), machine must be equipped with 420/65R24 tires	\$3,730
13021700	Snow Bucket 1700L (2.2 cu yd) capacity - working width 2050mm (80")	\$3,690
13021900	Snow Bucket 1900L (2.5 cu yd) capacity - working width 2300mm (90"), counter weight required	\$4,330
13021700VT	Cross hatch cutting edge for Snow Bucket 1700L (13021700)	\$780
13021900VT	Cross hatch cutting edge for Snow Bucket 1900L (13021900)	\$880
13080222	Tokvam F220H Ribbon Blower - clearing width 2200mm (86.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 650mm (25.5") diameter auger, 545mm (21.5") diameter impeller and adjustable skid shoes.	\$34,375
1308022/D	Tokvam 220H Pro Snow Blower - clearing width 2200mm (86.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 355mm (14") diameter auger, 760mm (30") diameter impeller, 430mm (17") housing depth, adjustable skid shoes, RH vertically mounted serrated edge with wear edge, floatation frame and HD box.	\$38,325
1308024/D	Tokvam 240H Pro Snow Blower - clearing width 2400mm (94.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 355mm (14") diameter auger, 760mm (30") diameter impeller, 430mm (17") housing depth, adjustable skid shoes, RH vertically mounted serrated edge with wear edge, floatation frame and HD box.	\$38,325
13080000/1	End Plates for Tokvam Ribbon Snow Blower	\$1,700
13080000/2	Loading Chute (ILOS) for Tokvam Ribbon Blower. Extends discharge height by 48"	\$1,700
13080000/3	Snow Cutters for Tokvam Snow Blower	\$600
13021901	Leaf Bucket 1900L (2.5 cu yd) capacity - working width 2300mm (90")	\$8,390
12961500	Multi-Function-Bucket 1500L (2.0 cu yd) capacity - working width: 2100mm (83") to 3590mm (141")	\$9,155
12961500-1	Multi-Function-Bucket 1500L (12961500) with cross hatch cutting edge	\$9,625
13150550	Galvanized Sand Spreader 550L (0.75 cu yd) capacity - working width 1700mm (67")	\$9,135
13150551	Galvanized Sand Spreader 550L (0.75 cu yd) capacity - with tilting device	\$11,065

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ITEM #	WILLE 655 ATTACHMENTS	LIST PRICE
13730250	Hydraulic Rear Blade 2500mm (100") - 25° hydraulic angle left & right, 25° hydraulic oscillation in each direction, with cross hatch cutting edge	\$11,495
13730250-1	Hydraulic Rear Blade 2500mm (100") - 25° hydraulic angle left & right, 10° hydraulic oscillation of in each direction, with Sandvik rotary bits	\$13,235
SB400009	Horst Snow 9' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 2740mm (108") wide, angled snow clearing width 2250mm (88.5")	\$7,500
SB400010	Horst Snow 10' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 3050mm (120") wide, angled snow clearing width 2500mm (98.5")	\$7,825
SB400012	Horst Snow 12' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 3660mm (144") wide, angled snow clearing width 3000mm (118")	\$8,450
SB400014	Horst Snow 14' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 4270mm (168") wide, angled snow clearing width 3500mm (138")	\$9,965
13122240	Rotary Brush 240 - working width: 2040mm (80") to 2400mm (94"), 27° hydraulic angle left & right, 700mm (28") brush diameter	\$10,890
13122270	Rotary Brush 270, working width: 2400mm (94") to 2700mm (106"), 27° hydraulic angle left & right, 700mm (28") brush diameter	\$11,280
13133650	Collecting Sweeper 650 with side brush - hopper capacity 560L (0.75 cu yd), water tank capacity 200L (53gal), working width 2100mm (82"), 700mm (28") brush diameter, hydraulic bottom dump	\$25,565
13133651-1	Additional side brush for Collecting Sweeper 650 - increases overall working width by 450mm (18") to 2550mm (100")	\$2,830
13140652	Water Tank 750L (200 gal) capacity, electric pump 10L/min (2.5 gal/min), mounted over engine, support legs included	\$12,120
13141500-2	High-Pressure Baffled Water Tank 1500L (400gal) capacity - max flow of 90L/min (24gpm), max pressure 2100psi, mounted over engine, support legs included	\$30,190
13142403	Hand-Held Hose 15m (49')	\$1,845
13142406	Nozzle Pipe 1900 - min working width 1900mm (75"), 25° hydraulic angle left & right	\$3,220
14217600	Platform 800L (1.0 cu yd) capacity - with hydraulic tilting, support legs and rear lights	\$11,090

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April 20, 2016  
MSRP USD  
FOB DESTINATION, NORTH AMERICA

<b>ITEM #</b>	<b>WILLE 655 ATTACHMENTS</b>	<b>LIST PRICE</b>
<b>13062500</b>	Pallet Forks 120 - 2500kg (5500lbs), 1200mm (48") length, adjustable width: 200mm (8") to 1200mm (48")	\$3,475
<b>14506500</b>	Wille 9 Access Platform (requires 14830109 - Outlet)	\$35,700



April 20, 2016  
MSRP USD  
FOB DESTINATION, NORTH AMERICA

## **WILLE 855**

### **Item # 14830003/A**

CAT C4.4 (ACERT), EU Off Road Stage 3A, 97kW (130hp), 4-cylinder diesel engine

Block heater

Hydrostatic transmission with variable displacement pump and motor

2 speed gear box

Manually operated inching valve

Auto-load sensing hydraulic drive system

Inching pedal

Automatic differential lock on front and rear axles

Electric/Hydraulic engaged parking brake

Servo operated multi disc brakes in oil bath on front and rear axles

Heated side mirrors

Front and rear fenders

Hydrostatic articulated steering

Reverse alarm

Michelin 500/60R22.5 or Nokian 460/65R24 tires

Front and rear work lights with alarm light

Beacon light with foldable arm

Clarion radio: AM/FM, CD/mp3, iPod/iPhone ready

Cab heater with 3 speed fan and filter

Air conditioning

Heated seat

Air ride seat

Safety belt

High Pressure Water Hose

Tilt steering

Roof window

Manual hydraulic oil change pump

ROPS (ISO 3471) and FOPS (ISO 3449 1365 J approved) cab

Tow hitch

Over engine attachment brackets

Battery isolation switch

Rear window wiper and washer

Auxiliary Hydraulic cooler (VT50)

Load sensing hydraulics with variable pump

3rd cylinder front hydraulics, on/off, adjustable flow, 0-90L/min (0-24gpm)

4th cylinder front hydraulics, on/off, adjustable flow, 0-90L/min (0-24gpm)

Drive hydraulics (max flow at 2200rpm):

- Front double acting – 0-145L/min (0-38gpm)
- Front single acting – 55-200L/min (14.5-53gpm)
- Front single acting – 55L/min (14.5gpm)
- Rear single acting – 55/0-145L/min (14.5/0-38gpm)

Loader:

- Hydraulic self leveling
- Service safety support
- Loader arm support for plowing
- Pilot pressure operated joy stick
- Ride control
- Hydraulic attachment lock

**Base Model MSRP: \$191,995**



April 20, 2016  
MSRP USD  
FOB DESTINATION, NORTH AMERICA

<b>ITEM #</b>	<b>WILLE 855 OPTIONS</b>	<b>LIST PRICE</b>
14838102	Rear lift with hydraulic hitch (includes rear cylinder hydraulics with float position and mirror), required for spreader and blade mounting	\$6,945
42900103/2	Head rest	\$320
42900103/1	Left side arm rest	\$330
14840201	Central automatic pressure lubrication 1.5L (1.5qt) located behind the cab	\$6,030
14840200	Central automatic pressure lubrication 4L (1gal) located behind the cab	\$6,230
70101020	Filling pump for auto lube	\$685
14830107	Hydraulic tank heater	\$940
14835101	Hydraulic oil cooler (VT 60 in lieu of VT 50 )	\$260
14438300	Loader float position	\$840
14430122	Additional rear work lights (installed on upper cab corners)	\$645
14430121/1	Prep for additional work lights (includes switches and wires)	\$295
14430121	Additional work lights (2 front, 2 rear)	\$725
14230123	LED power work lights - Tyri 4500 Lumens (replaces 2 front standard work lights)	\$1,425
14230122	LED power work lights - Tyri 4500 Lumens (replaces 2 front & 2 rear standard work lights)	\$2,680
14230129	Flashing LED tail light	\$955
14430134	High power LED beacon	\$110
13600106	Back up camera (RW-710151 with 7" color screen)	\$1,580
14230113	Parking brake and transmission interlock	\$440
14833100	Multi connection for 3rd & 4th cylinder hydraulics	\$1,370
14836600	5th cylinder hydraulics (divided from 3rd cylinder hydraulics)	\$1,670
14836601	6th cylinder hydraulics (divided from the 4th cylinder hydraulics)	\$1,670
14830114	Flail mower mounting bars - for mounting between loader and front frame	\$370
14230130	TOP plow prep	\$195
14830109	Outlet - for Wille 9 Access Platform	\$390
14208401	Fender mounted tool box	\$385
14218006	Rear counter weight - 400kg (880lbs), (when equipped without rear hitch)	\$3,270
14208300	Rear counter weight - 400kg (880lbs), (when equipped with rear hitch)	\$3,655

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April 20, 2016  
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FOB DESTINATION, NORTH AMERICA

ITEM #	WILLE 855 ATTACHMENTS	LIST PRICE
13011300	Bucket 1300L (1.7 cu yd) capacity - working width 2300mm (90")	\$4,625
13022501	Snow Bucket 2500L (3.25 cu yd) capacity - working width 2450mm (96"), counterweight required	\$5,095
13021901	Leaf Bucket 1900L (2.5 cu yd) capacity - working width 2300mm (90")	\$8,390
13022501VT	Cross hatch cutting edge for Snow Bucket 2500L (13022501)	\$970
13080222	Tokvam F220H Ribbon Blower – clearing width 2200mm (86.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 650mm (25.5") diameter auger, 545mm (21.5") diameter impeller and adjustable skid shoes.	\$34,375
1308022/D	Tokvam 220H Pro Snow Blower – clearing width 2200mm (86.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 355mm (14") diameter auger, 760mm (30") diameter impeller, 430mm (17") housing depth, adjustable skid shoes, RH vertically mounted serrated edge with wear edge, floatation frame and HD box	\$38,325
1308024/D	Tokvam 240H Pro Snow Blower – clearing width 2400mm (94.5"), hydraulic drive, center-mounted differential, hydraulic chute rotation and deflection; standard coupler mount, single 355mm (14") diameter auger, 760mm (30") diameter impeller, 430mm (17") housing depth, adjustable skid shoes, RH vertically mounted serrated edge with wear edge, floatation frame and HD box	\$38,325
13080000/1	End Plates for Tokvam Ribbon Snow Blower	\$1,700
13080000/2	Loading Chute (ILOS) for Tokvam Ribbon Blower. Extends discharge height by 48"	\$1,700
13080000/3	Snow Cutters for Tokvam Snow Blower	\$600
12962000	Multi-Function-Bucket 2000L (2.6 cu yd) capacity - working width: 2000mm (98") to 4000mm (157")	\$10,245
12962000-1	Multi-Function-Bucket 2000L (12962000) with cross hatch cutting edge	\$10,830
13150700	Galvanized Sand Spreader 700L (1.0 cu yd) capacity - working width 1950mm (75")	\$9,955
13150701	Galvanized Sand Spreader 700L (1.0 cu yd) capacity - working width 1950mm (75") with tilting device	\$12,005
13730250	Hydraulic Rear Blade 2500mm (100") - 25° hydraulic angle left & right, 10° hydraulic oscillation in each direction, with cross hatch cutting edge	\$11,495
13730250-1	Hydraulic Rear Blade 2500mm (100") - 25° hydraulic angle left & right, 10° hydraulic oscillation in each direction, with Sandvik 2000 rotary bits	\$13,235

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ITEM #	WILLE 855 ATTACHMENTS	LIST PRICE
SB400009	Horst Snow 9' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 2740mm (108") wide, angled snow clearing width 2250mm (88.5")	\$7,500
SB400010	Horst Snow 10' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 3050mm (120") wide, angled snow clearing width 2500mm (98.5")	\$7,825
SB400012	Horst Snow 12' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 3660mm (144") wide, angled snow clearing width 3000mm (118")	\$8,450
SB400014	Horst Snow 14' Snow Blade; crossover relief valve, lateral float, 34" mouldboard profile, replaceable and reversible cutting edge, skid shoe and spring trip cutting edge; 4270mm (168") wide, angled snow clearing width 3500mm (138")	\$9,965
13122320	Rotary Brush 320 - working width: 2800mm (112") to 3200mm (126"), 27° hydraulic angle left & right, 900mm (36") brush diameter	\$12,670
13133650	Collecting Sweeper for 650 with side brush - hopper capacity 560L (0.75 cu yd), water tank capacity 200L (53 gal), working width 2100mm (82"), 700mm (28") brush diameter, hydraulic bottom dump	\$25,565
13133651-1	Additional side brush for Collecting Sweeper 650, increases overall working width by 450mm (18") to 2550mm (100")	\$2,830
13140652	Water Tank 750L (200 gal) capacity - electric pump 10L/min (2.5gpm), mounted over engine, support legs included	\$12,120
13141500-2	High-Pressure Baffled Water Tank 1500L (400gal) capacity - max flow of 90L/min (24gpm), max pressure 2100 psi, mounted over engine, support legs included	\$30,190
13142403	Hand-Held Hose 15m (49'). For use with 13141500-2	\$1,845
13142405-D2	Nozzle Pipe 2220 - min. working width 2220mm (87"), 25° hydraulic angle left & right. For use with 13141500-2	\$3,475
14217600	Platform 800L (1.0 cu yd) capacity - with hydraulic tilting, support legs and rear lights	\$11,090
13065000	Pallet Forks 120 - 5000kg (11,000lbs), 1200mm (48") length, adjustable width: 200mm (8") to 1200mm (48")	\$3,865
14506500	Wille 9 Access Platform (requires 14830109 - Outlet)	\$35,700

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Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST

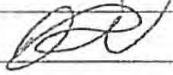


Company Name: Epoke North America Inc.

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

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

Proposer's Signature: 

Date: July 22, 2014

NJPA's clarification on exception/s listed above:





FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Epoke North America Inc. Date: July 22, 2014

Company Address: P.O. Box 284, 2458 Huntley Rd

City: Stittsville Prov: ON Postal: K2S 1A4  
State: State: Zip:

Contact Person: Dan Rouleau Title: Vice-President

Authorized Signature (ink only): [Signature] DAN ROULEAU  
(Name printed or typed)

Form F



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES,  
SERVICES, AND SUPPLIES

EPOKE NORTH AMERICA, INC.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment 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 or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

Dr Chad Coanette

NJPA Executive Director

(Name printed or typed)

Awarded this

21<sup>st</sup>

day of

October

, 20

14

NJPA Contract Number # 080114-EPK

NJPA Authorized signature:

Scott Veronen

NJPA Board Member

(Name printed or typed)

Executed this

21<sup>st</sup>

day of

October

, 20

14

NJPA Contract Number # 080114-EPK

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

EPOKE NORTH AMERICA, INC.

Vendor Authorized signature:

DAN ROULEAU

(Name printed or typed)

Title:

V.P. SECRETARY TREASURER

Executed this

22<sup>nd</sup>

day of

OCTOBER

, 20

14

NJPA Contract Number # 080114-EPK

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[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: **Epoke North America Inc.**

Contact Person for Questions: **Dan Rouleau** (Must be individual who is responsible for filling out this Proposer's Response form)

Address: **2458 Huntley Road, P.O Box 284**

City/State/Zip: **Stittsville, ON, Canada K2S1A4**

Telephone Number: **(613)838-2300** Fax Number: **(613)838-2336**

E-mailAddress: **drouleau@epokena.com**

Authorized Signature: \_\_\_\_\_



Authorized Name (typed): **Dan Rouleau**

Title: **Vice-President and Secretary Treasurer**

Date: July 22, 2014

Notarized

Subscribed and sworn to before me this 23<sup>rd</sup> day of July, 2014

Notary Public in and for the <sup>Prov</sup>County of Ontario State of Canada

My commission expires: N/A

Signature: Cheryl Beckett



**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

*Proposer Name:* Epoke North America Inc.

Questionnaire completed by: Ryan Gillies

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.).  
The payment terms offered for the proposed products to this RFP are Net 30.
- 2) Identify any applicable leasing or other financing options as defined herein.  
Leasing/financing options are not in the realm of this proposal, however, Dealers may offer leasing/financing terms to satisfy a customer's requirements.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).  
With reference to the Dealer territory list, the customers are to submit a purchase order to their designated Dealer with proof of NJPA member status. The Dealer will in turn order the requested equipment from ENAI and Dealer bills the customer directly.
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?  
Yes, Dealers are included in this proposal. The Dealer for the specific territory will accept the PO and bill the customer directly.
- 4) Do you accept the P-card procurement and payment process?  
Majority of dealers accept the P-card procurement and payment process.

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.  
Epoke has a 1,2,5,10 year warranty structure. Epoke warrants all products sold by it and operating in the United States and Canada to be free from defects in materials and workmanship for a period of one year. An additional warranty against defects in electrical components applies for two years; stainless steel delivery rollers and agitator shafts (does not cover replaceable steel cams or steel spring fingers) are warranted for five years and hoppers are warranted against rust perforation for a period of ten years.  
This warranty is for the period stated from the date of delivery to the first user, is non-transferable and subject to the following terms and conditions:  
If a defect in materials or workmanship is found during the warranty period, Epoke will, during normal working hours and at a place of business of an Epoke Dealer or other source approved by Epoke:
  - provide (at Epoke's choice) new, remanufactured or repaired parts or assembled components needed to correct the defect- note that items replaced under warranty become the property of Epoke
  - provide reasonable and customary labor needed to correct the defectThe user is responsible for:
  - providing proof of delivery
  - costs associated with transporting the product
  - labor costs except those covered by Epoke
  - local taxes, if applicable
  - parts shipping charges in excess of those which are usual or customary

- costs to investigate complaints unless the problem is, in fact, caused by a defect in materials or workmanship
- giving timely notice of a warrantable failure and promptly making the product available for repair
- performance of required maintenance using proper materials and replacement of items due to normal wear and tear
- allowing Epoke access to all electronically stored data

**Limitations:**

- Epoke is not responsible for failures resulting from:
  - any use or installation which Epoke judges improper
  - attachments, items and parts not sold or approved by Epoke
  - hopper rust perforation as a result of physical damage to the hopper, welding on the hopper or use of non stainless steel hardware
  - abuse, neglect, and/or improper repair
  - user's delay in making product available after being notified of a potential problem
  - unauthorized repair or adjustments

Epoke is not responsible for incidental or consequential damages.

The customer is to notify the dealer of any warranty issues. The dealer will then inspect and proceed with the warranty claim procedure. Subject to all terms of the Epoke Warranty Certificate and the Dealer Agreement, Epoke North America Inc. (ENAI) will reimburse Dealers at the following current rates (subject to change from time to time) providing the claim procedures below are adhered to:

**Claim Procedures:**

1. All warranty work must be preauthorized by ENAI
2. Unless otherwise authorized, warranty work must only be completed by an approved Epoke Dealer
3. Claims must be submitted on the provided Epoke warranty document, must be complete and include a copy of the Dealers service invoice and technician's service report
4. Unless otherwise authorized, only genuine Epoke parts may be used to complete warranty repairs
5. Parts replaced under warranty become the property of ENAI and, unless otherwise advised, must be returned to ENAI for failure analysis before the claim will be processed
6. Claims received by ENAI after 60 days of last labor will be rejected

Please refer to the Warranty folder included with the supporting document of this RFP for warranty claim forms and certificate.

- 6) Do all warranties cover all products/equipment parts and labor?  
Subject to all terms of the Epoke Warranty Certificate, ENAI will cover all products/equipment parts and associated labor.
- 7) Do warranties impose usage limit restrictions?  
Warranties do not impose usage limit restrictions in the sense of "hours used". The only warranty restrictions are based on number of years of usage from first day of use by customer. See answer to question 5 of this section for details.
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?  
Yes, warranties cover the expense of the Dealer and/or ENAI Technicians travel time and mileage to perform warranty repairs. See the answer to question 5 of this section for details.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.  
Epoke is not responsible for failures resulting from:
  - any use or installation which Epoke judges improper
  - attachments, items and parts not sold or approved by Epoke
  - hopper rust perforation as a result of physical damage to the hopper, welding on the hopper or use of non stainless steel hardware
  - abuse, neglect, and/or improper repair
  - user's delay in making product available after being notified of a potential problem
  - unauthorized repair or adjustments

Furthermore, Epoke is not responsible for incidental or consequential damages.

- 10) Please list 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?  
Certified Technicians are available to all locations in North America.

**Equipment/Product/Services, Pricing, and Delivery**

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

ENAI is proposing various Bulk Spreaders (and associated technologies) and Towed Spreaders to NJPA members.

The Bulk Spreaders are divided into two classes, combination spreaders and liquid sprayers. Combination spreaders can have pre-wetting functionality to assist with de-icing and anti-icing operations. All combination spreaders disperse the material with a rear disc and utilize the Epoke Principle. With various size configurations and mounting options, customers can be assured that there is an Epoke spreader to meet their needs.

With all Epoke Bulk Spreaders, the symmetry function provides the unique benefit of incredible versatility and control in spreading by allowing the customer to spread to single or multiple lanes, to the left or to the right behind the spreader. This revolutionary system is easily adjusted on the fly with the EpoMaster control (included with each bulk spreader) meaning that turning lanes, intersections, bus lanes, and more can be treated precisely on just one pass without wasting material.

The Epoke Principle is incorporated into all bulk spreaders which means that Epoke machines are engineered for many years of reliable service and designed for convenient maintenance. The unladen conveyor belt translates to less wear on the machine saving our customers time and money on maintenance and repair. Furthermore, all major components are easily accessed and routine maintenance can be done quickly and simply.

All bulk spreaders can have a combination of liquid tanks. This allows for pre-wetting capabilities and liquid only application. In addition, liquid sprayers are available which provide liquid only application.

Finally, all bulk spreaders benefit from our ground-speed related system, which ensures that the right amount of material is always used without wastage - whether the coverage is six feet or 80 feet wide. Variable rpm control allows for fine adjusting of the spreading disc for different materials sizes.

EpoSat technology is available for all Bulk Spreaders. EpoSat offers completely automated, route guided, hands-free spreading technology based on GPS positioning. By using predetermined route optimization, the customer is ensured consistent spreading with every operator, every time.

The Bulk Spreader models that are being proposed for this RFP are the Igloo, S3800 AST, S4900/4902 Sirius Combi AST, and Virtus. There are various dry material hopper sizes and liquid tank configurations to meet the need of any customer. Please refer to Product Offering folder included with the supporting document of this RFP to see a brochure for our Bulk Spreaders.

ENAI has a full lineup of Towed Spreaders that are being proposed in this RFP, all of which benefit from the Epoke Principle that delivers unparalleled coverage and material savings. Maintaining pathways, parking lots, even roads is the perfect task for Epoke towed spreaders as they offer controlled coverage from less than three feet to over eight feet wide.

The variety in capacities and drive systems guarantees a spreader to meet our customer's needs and provide superior winter maintenance for any size job. Compact to full-size, they easily hook up to any vehicle and are powered by: ground speed (towed or walk behind); hydraulics or PTO for 3-point mounted model. Smart engineering is applied to each Epoke product and our customers can rely on even coverage and no waste of material. The same care and technology goes into all Epoke equipment; our customers can rely on the same high degree of accuracy and reliability as our renowned bulk spreaders and sprayers.

The towed spreaders being offered in this RFP are EpoMini 5, EpoMini 20, ITM 35, ITM 45, ITM 60, PM 1.4, PMH 1.4, PSL 6.5, SKE8, SKE15, SKE20, TKB12-280, TMK10-275, TP3, and TP9. Please refer to Product Offering folder included with the supporting document of this RFP to see a brochure for our Towed Spreaders.

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

ENAI is proposing a published catalog percentage discount for NJPA members. The discount is applied to the MSRP of the equipment being purchased by the NJPA member. This discount is applied to the total cost of the spreader.



including shipping (outlined in detail in USA MSRP Price Catalogue attached). Each model has a base price, with additional options to suit the end user's needs. The discount is taken off of the sum of the base model and options selected.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

ENAI will offer a discount of 3% off the USA MSRP for Bulk Spreaders and 5% for Towed Spreaders for all NJPA members.

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed. With reference to USA MSRP catalogue included with the additional documents, each NJPA member will be offered a 3% discount to their total purchase price of Bulk Spreaders and 5% off Towed Spreaders. In the price catalogue, each machine is cited with a base model price with additional options to conform to the needs of the end user. The 3% and 5% discounts are applied to the sum of the respective base model and options.

The USA MSRP catalogue for products proposed in this RFP clearly outlines SKU numbers for each item. Please refer to USA Pricing folder included with the supporting document of this RFP to see the complete USA MSRP catalogue for NJPA members.

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

"Open Market" items or "Non-Standard Options" will be addressed on a case by case basis and quoted by the customer's ENAI Authorized Dealer to ensure the end user is offered 'turnkey' solutions. ENAI and its dealers will promote and encourage customers to work with other NJPA contract awarded companies to provide other required snow removal accessories in order to offer turn-key solutions to members.

- 16) Provide your NJPA customer volume rebate programs, as applicable.

N/A.

- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Installation of the equipment is not included in the pricing that is submitted with the RFP. The installation of a spreader is dependent on customer attachment variables (i.e. how the spreader will be attached to the customer's truck and other installed options). Installation of equipment will be quoted separately by the ENAI authorized dealer to the end user.

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

There is no additional charge for delivery or shipping to NJPA members on products listed in the NJPA Product and Pricing Catalogue (items are FOB destination North America). All freight, brokerage and other delivery fees are included to destination.

- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):

- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.  
\_\_\_X\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.  
\_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

- 20) Do you offer quantity or volume discounts?

\_\_\_\_\_ YES \_\_\_X\_\_\_ NO Outline guidelines and program.

- 21) Describe in detail your proposed exchange and return program(s) and policy(s).

There will be no exchanges or returns accepted for the products proposed to NJPA members in the RFP. Exceptions include warranty claims and are subject to terms and conditions of the Warranty Certificate (outlined in 'Warranty' section and included with additional documents).

- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Terms of shipping and delivery and exchange and return programs for Alaska and Hawaii are no different to the terms listed previously for the continental USA.

- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

In an effort to track dollars sold to NJPA members as a result of this contract, we will require each PO submitted by the Dealer to reference the NJPA and the NJPA member (along with any member number or identifying designation given to the member by NJPA). A tracking database will be created strictly to track these PO's and details regarding service and warranty for the NJPA member.

**Industry Specific Items**

N/A



Signature: \_\_\_\_\_



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

August 5, 2014

Home > Cooperative Purchasing > Contracts - Fleet > Roadway Maintenance, Asphalt, Snow & Ice > Epoke North America, Inc.



### Epoke North America, Inc.

**Contract#:** 080114-EPK  
**Category:** Roadway Maintenance, Asphalt, Snow & Ice  
**Description:** Snow/Ice Removal Equipment & Accessories  
**Maturity Date:** 10/21/2018

Epoke has a long history of innovation in spreader technologies that goes back to the 1930's.

A recognized leader in the development and manufacturing of liquid, bulk, combination and towed spreaders, Epoke products are found in virtually all winter markets throughout the world.

The Epoke factory is ISO certified and all products are designed, engineered, built, painted and tested to these stringent quality standards.

Epoke provides industry best technologies to improve winter maintenance on runways, roadways, sidewalks, pathways and parking lots. The Epoke Principle, an industry exclusive, and Epoke's advanced control systems ensure accurate and consistent application of all materials to reduce the amount of environmentally harmful chemicals being applied while improving surface conditions.

Epoke spreaders are sold and backed by Dealers across North America- Dealers who are chosen because of their expertise and commitment to providing superior customer solutions and support.

**Overview**  
**Contract Documentation**  
**Pricing**  
**Marketing Materials**  
**NJPA Contact Information**

**HOW TO PURCHASE** ?  
Our step-by-step guide

**Vendor Contact Info**  
Dan Rouleau  
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