

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 1, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- 04.24.19 Board Meeting
- 04.24.19 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

CONSENT AGENDA:

- A. Ratify the Select to Pay for 04.29.19.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- B. C63-2019 Public Procurement Contract with IronPlanet, Inc. and Ritchie Bros. Auctioneers (America), Inc."
- C. C70-2019 License and Maintenance Agreement Between Columbia County and the City of St. Helens for a Kiosk on County Property

DISCUSSION ITEMS:

- Holly Miller- Mobile Data Terminal for the Sheriff's Office
- Tristan Wood- Purchase of Dump Stopper Truck
- Todd Wood – Purchase of New Bus
- LaVena Sullivan- Enterprise Contract

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

PUBLIC SERVICES CONTRACT
(ORS Chapters 279A and 279B)
by and between COLUMBIA COUNTY,
IRONPLANET, INC., and RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", IRONPLANET, INC. and RITCHIE BROS. AUCTIONEERS (AMERICA) INC., hereinafter referred to jointly as "Contractor."

RECITALS,

1. The County is a member of Sourcewell (formerly, the National Joint Powers Alliance, or "NJPA") cooperative procurement group, a local government unit and public agency under Minnesota state law. The County's NJPA membership number is 97323;
2. Under ORS 279A.220, the County may enter into a contract through an interstate cooperative procurement without competitive bidding if the original contract and its solicitation complied with ORS 279A.220;
3. Sourcewell conducted a competitive procurement process to solicit bids for surplus auction services through Surplus Equipment Liquidation Contract #041316, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;
4. Sourcewell awarded contracts to Ritchie Bros. Auctioneers (America) Inc. and IronPlanet, Inc. under the Surplus Equipment Liquidation Contract #041316. The contract and its solicitation complied with ORS 279A.220;
5. Ritchie Bros. Auctioneers Inc. is the parent company of Ritchie Bros. Auctioneers (America), Inc. and IronPlanet, Inc. Ritchie Bros. Auctioneers (America), Inc. operates live auction events. IronPlanet, Inc. operates online auction events. All physical offsite auction services are governed by Ritchie Bros. Auctioneers (America) Inc. Contract #041316-RBA, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference; and all other services are governed by IronPlanet, Inc. Contract #041316-IPI; a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference. GovPlanet, d/b/a of IronPlanet, Inc., will manage and administer Ritchie Bros. Auctioneers (America) Inc. Contract #041316-RBA and IronPlanet, Inc. Contract #041316-IPI; and
6. The purpose of this Agreement is for Columbia County to dispose of surplus property through Ritchie Bros. Auctioneers (America) Inc. Contract #041316-RBA and IronPlanet, Inc. Contract #041316-IPI.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall follow the duration of Ritchie Bros. Auctioneers (America) Inc. Contract #041316-RBA and Contract #041316-IPI, but no later than June 22, 2021. These contracts currently expires on June 22, 2020 and may be extended to June 22, 2021 at Sourcewell's discretion.
3. Contractor's Services. Contractor agrees to provide the services described in the Scope of Services, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. In case of conflict between the Scope of Services and this Agreement, this Agreement shall control.

Under this Agreement, the County may purchase online onsite, do it yourself and/or physical offsite auction services.

4. Consideration. County shall pay Contractor on a fee-for-service basis, as provided in the Scope of Services, attached hereto as Exhibit "D" under Section 2. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made according to the terms in Exhibit "D" under Schedule B, Section B.8.4.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Tristan Wood
 Assistant Director
 Columbia County Public Works
 1054 Oregon Street
 St. Helens, OR 97051
 503-397-5090
 tristan.wood@co.columbia.or.us

FOR CONTRACTOR

Rick Deitrick
 Regional Manager, State and Local Government
 IronPlanet, Inc. and Ritchie Bros. Auctioneers
 (America) Inc.
 4000 Pine Lake Road
 Lincoln, NE 68516
 206-399-2821
 rdeitrick@ritchiebros.com
 legal@ritchiebros.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided

by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
 - A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor

labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
 - C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
 - D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]
 - E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
 - F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an

emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective

upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
- 22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

- 23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 27. DISCLAIMER. THE COUNTY PROVIDES SURPLUS PROPERTY UNDER THIS AGREEMENT ON AN "AS IS" BASIS WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 28. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS

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AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

IRONPLANET, INC.

By: Bonnie Waldron

Name: Bonnie Waldron

Date: April 25, 2019

RITCHIE BROS. AUCTIONEERS
(AMERICA) INC.

By: Bonnie Waldron

Name: Bonnie Waldron

Date: April 25, 2019

OWNER

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel



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

for the procurement of

SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS

RFP Opening

April 14, 2016

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #041316

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041316 SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS. Details of this RFP are available beginning February 18, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until April 13, 2016 at 4:30 p.m. Central Time at the above address and opened April 14, 2016 at 8:00 a.m. Central Time.

RFP Timeline

February 18, 2016

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

**March 30, 2016
10:00 a.m. CT**

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

April 6, 2016

Deadline for RFP questions.

**April 13, 2016
4:30 p.m. CT**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**April 14, 2016
8:00 a.m. CT**

Public Opening of Proposals.

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

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1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, NJPA further desires to:

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

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

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

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

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

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

E. SCOPE OF THIS RFP

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

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

3.17.1 In addition to |SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS, | **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Online auction services, on-site live auction services, live streaming auction services, or any combination of auction services. |

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

3.17.2.1 Respondents must meet at least ONE of the following three requirements (A through C) to be considered within the scope of this solicitation.

- A) Online auction services
- B) On-site live auction services
- C) Live streaming auction services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.28 [This section is intentionally blank.]

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

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

3.31.2.3 differentiate equipment/products and services from others.

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

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

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

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over

warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

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

G. SOLUTIONS-BASED SOLICITATION

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

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

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors (or respondents?) during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

4.15 Submit all questions about this RFP, in writing, referencing SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

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

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

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

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative

from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

4.24.9 Extend proposal due dates.

5 PRICING

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

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$22.4 Million.**

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

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

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current

ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

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

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein,

no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

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

5 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

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

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

C. PROPOSAL EVALUATION CRITERIA

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

6.8.1 Company Information and Financial Strength

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

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

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

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

6.12 [This section is intentionally blank.]

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

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

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

E. COST COMPARISON

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

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

F. MARKETING PLAN

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

6.19 NJPA marketing expectations include the following components.

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

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

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATE OF INSURANCE

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

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

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

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or

umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

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

6.23.1.2 Each Occurrence

\$1,500,000

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

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

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

H. ORDER PROCESS AND/OR FUNDS FLOW

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

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

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

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

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

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

6.29.4 The typical administrative fee under this Contract two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

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

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

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

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

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

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

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

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

K. WAIVER OF FORMALITIES

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

6 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors

must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

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

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

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

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

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

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

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

7.13.6 The Vendor fails to properly report quarterly sales;

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

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

8.2 [This section is intentionally blank.]

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

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

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

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

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

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

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

8.6 through 8.7 [This section is intentionally blank.]

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

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

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

C. ASSIGNMENT OF CONTRACT

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

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right

to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

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

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

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

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where

such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

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

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

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

M. NON-WAIVER OF RIGHTS

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

N. PROTESTS OF AWARDS MADE

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

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

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

8.25.3 Identification of the solicitation by RFP number;

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

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

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

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

O. SUSPENSION OR DISBARMENT STATUS

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

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

Q. SEVERABILITY

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

R. RELATIONSHIP OF PARTIES

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

9 **FORMS**

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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

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

Industry Recognition & Marketplace Success

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

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

Proposer's Ability to Sell and Deliver Service Nationwide

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

Marketing Plan

- 20) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 21) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 22) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 23) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 24) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 25) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 26) Describe any technological advances that your proposed products or services offer.
- 27) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 29) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 30) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

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

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

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

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Contract Award
RFP #041316

FORM D



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

SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #041316 _____

Proposer's full legal name

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

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

National Joint Powers Alliance® (NJPA)

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

Awarded this _____ day of _____, 20____ **NJPA Contract Number #041316**

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

Executed this _____ day of _____, 20____ **NJPA Contract Number #041316**

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

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ **NJPA Contract Number #041316**



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject |SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS|

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

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

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

Warranty

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

Pricing, Delivery, Audits, and Administrative Fee

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

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

Industry-Specific Questions

- 18) What is your US market share for the solutions that you are proposing in this response?
- 19) What is your Canadian market share (if any) for the solutions that you are proposing in this response?
- 20) Identify the role of any subcontractors or third parties that will be involved in implementing your proposal.
- 21) Indicate which category of auction service (A through D) that you provide: A) online auction services, B) on-site live auction services, C) live streaming auction services, or D) any combination of auction services. Supply enough detail to substantiate that the Proposer properly fits within the indicated category. |

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 (please obtain the latest version of this form from your NJPA Contract Manager or from NJPA’s website).

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 Vendor Price and Product Change Request Form and must contain the signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, and must be signed if accepted by the NJPA Executive Director. Submit the request by email to your Contract Manager and to **PandP@njpacoop.org**.

NJPA’s must determine whether any request for change 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 the Vendor contact through email.

The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of the pricing document in an appropriate format (preferably Excel®). The pricing document must identify all of the products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY eff 02-12-2013.”

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

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

DELETIONS. New products and related services may be deleted from a contract if an item or service is no longer available and so is not relevant to the contract (for example, the item is discontinued or replaced).

PRICE CHANGES: Vendors may request price changes in general terms if they justify the change by product category for the change. For example, a Vendor may request a 3% increase in XYZ Product Line because of a 20% increase in petroleum prices.

Price decreases: NJPA expects Vendors to propose their best prices from the outset, but expects reasonable price reductions because of technology advancements and marketplace efficiencies.

Price increases: Acceptable increase requests typically include increases to Vendor costs, such as raw material or shipping cost increases. The Vendor must include documentation that justifies the price increase, including letters from suppliers announcing price increases. Also include any special price change details, along with both current and proposed pricing.

Refer to the RFP for complete pricing details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding 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 being 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.

EXAMPLES: 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 or equipment/products/services is consistent with existing NJPA contract pricing.



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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 the Vendor's Contract Manager and to PandP@njpacoop.org.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date



Appendix A

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

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

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

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

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

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

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

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




Company Name: **Ritchie Bros Auctioneers (America), Inc.**

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature:  Date: 4-12-16

NJPA's clarification on exceptions listed above:



Contract Award
RFP #041316

FORM D



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

SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS

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

Company Name: FITCHIE BROS. AUCTIONEERS Date: 4/12/16

Company Address: 2400 FITCHIE ROAD

City: MORRIS State: IL Zip: 60451

Contact Person: LOGAN MELLOTT Title: SALES DIRECTOR, INDUSTRIAL

Authorized Signature: [Signature] Logan Mellett
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 041316-RBA

Proposer's full legal name: Ritchie Bros. Auctioneers (America), Inc.

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

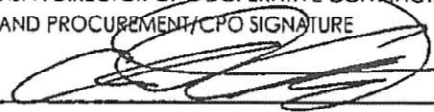
The effective date of the Contract will be June 22, 2016 and will expire on June 22, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 19, 2016

NJPA Contract # 041316-RBA

Vendor Authorized Signatures:

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

Vendor Name Ritchie Bros. Auctioneers (America) Inc

Authorized Signatory's Title Sales Director, Strategic Accounts



VENDOR AUTHORIZED SIGNATURE

Logan Melkott

(NAME PRINTED OR TYPED)

Executed on May 19th, 2016

NJPA Contract # 041316-RBA

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

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

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

{The rest of this page has been left intentionally blank. Signature page below}

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

Company Name: RITCHIE BROS. AUCTIONEERS (AMERICA) INC

Address: 2400 RITCHIE RD

City/State/Zip: MORRIS IL 60451

Telephone Number: (815) 573-1040

E-mail Address: LMELLOTT@BRAUCTION.COM

Authorized Signature: [Signature]

Authorized Name (printed): LOGAN MELLOTT

Title: SALES DIRECTOR, INDUSTRIAL

Date: 4/12/16

Notarized



Subscribed and sworn to before me this 12th day of APRIL, 20 16

Notary Public in and for the County of Grundy State of IL

My commission expires: 5-14-17

Signature: [Signature: Brandi Kay]



PROPOSER QUESTIONNAIRE

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

Proposer Name: Ritchie Bros. Auctioneers (America), Inc

Questionnaire completed by: Logan Mellott / Chris Holmberg

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

For our live unreserved public auctions with onsite & online bidding: net proceeds will be paid to the NJPA member 21 days after the auction on the collected funds. After 21 days, additional collected funds are paid out within 7 days of payment. Lots not paid for are resold at the next auction and the collected net proceeds are paid out 21 days after that sale.

EquipmentOne.com online marketplace: buyers will have three (3) business days (72 hours) to pay. Payment is then placed into escrow. The release of presentation of buyer (POB) document that is provided to the buyer, and to the NJPA member, serves as the payment confirmation and the release authorization document. The buyer then has seven (7) business days (or agreed to date) to pick up the item(s). We work with buyers to ensure they comply with the agreed upon terms. Any buyer claims or disputes must be communicated to us no later than 5 PM EST on the 2nd day after the removal date. We will work with the NJPA member and the buyer to resolve any disputes. We will notify the NJPA member of any non-funded assets to determine if they should be relisted. We deliver the net proceeds with detailed information to the NJPA member either through check or wire transfer.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

We do not currently offer municipal financing. However, we have worked with municipalities who have purchased equipment from us, on a case-by-case basis, by providing them with some flexibility in meeting our 7-day payment requirements. Through Ritchie Bros. Financial Services (RBFS) we offer commercial loans and TRAC leases to qualifying businesses that purchase from us. RBFS also offers floor-plan financing to qualifying dealers and brokers. RBFS works with multiple lenders to provide credit to a wide variety of buyers. This includes top credit, low rate customers all the way to credit-challenged customers who may need structured credit options.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA members will receive support from our local sales teams as well as our Strategic Accounts team. All requests for services will come into a central point of contact and the NJPA member will be contacted within one (1) business day following the request for services or additional information.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

N/A. Payments for auction services are deducted from gross auction sales before proceeds are sent to the NJPA member.

Warranty

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

N/A – this response is for auction services.

- Do your warranties cover all products, parts, and labor? N/A
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? N/A
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? N/A
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? N/A
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? N/A
- What are your proposed exchange and return programs and policies? N/A, all items are sold "as is, where is".
- Describe any service contract options for the items included in your proposal.

Warranties are available to buyers on eligible equipment being sold at our live, unreserved auctions at an additional cost to the buyer. Generally, warranties are available on construction equipment that is 7 years or newer, has 5,000 hours or less and passes a review of basic functionality and overall condition.

Protection is available for mechanical breakdown or failure on major drive train parts including the engine, transmission and final drives. Claims can be made in the United States and Canada. Parts and labor are reimbursed at the list price on all approved claims.

Truck warranties from National Truck Protection (NTP) are available on trucks that pass NTP's rigorous inspection process and are deemed warranty eligible. If a seller would like to offer NTP warranty on their trucks, they are required to pay a \$200 non-refundable independent inspector's fee and the cost of any repairs needed to bring the truck up to NTP's requirements. NTP inspects for oil and coolant levels, condition, DCA, fuel-pump seal, intake and exhaust system, turbo, oil pressures, vibration damper, engine noise/misfires, exhaust smoke, breather tube, visible leaks, ECM fault codes and FC history, transmission, rear axle oils and seals and driveline.

Even if buyers do not purchase the warranty, this independent 3rd party inspection often adds more comfort to the buyer and results in higher prices on sale day. Ritchie Bros. Financial Services will finance the costs of these warranties along with the cost of the equipment for most buyers. We have found that this enables buyers to pay more for the equipment they need because they can instead focus on the monthly payment and the assurance of the warranty rather than the cost of the equipment and any potential repair costs.

- 6) Describe any service contract options for the items included in your proposal. N/A

Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Our pricing model is commission based on the final selling price of the NJPA member asset. Below is shown the proposed pricing percentages that will serve as a maximum that a NJPA member would be charged for our services.
- a. EquipmentOne online marketplace-4.5% sellers commission
 - b. Ritchie Bros. unreserved auctions seller's commission-9.5% for lots selling in excess of \$2,500 (this is a 36.7% discount off of our standard pricing of 15%) and 19.5% for lots selling for \$2,500 or less (this is a 22% discount off of our standard pricing of 25%) with a \$100 minimum per lot commission.
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list see above
- 9) The pricing offered in this proposal is
- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer.
We will work with each NJPA member to best align our pricing discounts, if any, with their anticipated sales volumes. We do offer discounts such as sliding scale commission rates and volume rebates.
- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
If an NJPA member requires Ritchie Bros. to perform additional non-auction or online marketplace related services, such as refurbishment to prepare assets for sale and/or transportation services, we charge a 10% administrative fee for arranging and managing these services. These costs will be pre-approved by the NJPA member.
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Since the needs and locations of NJPA members are diverse, shipping and hauling quotes will be provided on an as needed basis to our nearest facility.

Ritchie Bros has 22 permanent facilities located across the United States and currently has 10 more leased facilities. Quotes can be obtained from up to three qualified vendors once the details are provided about the equipment to be shipped, its location and its destination.

Equipment can be delivered to any of our permanent facilities every business day from 8 am to 4:30 pm and on weekends two weeks prior to each sale. Equipment can generally be delivered to our leased sites during the same times, starting 3-4 weeks before the sale.

Ritchie Bros. can obtain transportation quotes from up to three companies and provide them to NJPA members. Once approved by the NJPA member, Ritchie Bros. can arrange for transportation and deduct the pre-approved charges from the net proceeds so that the NJPA member has no extra paperwork or PO's to obtain. All of our subcontracted carriers have the proper insurance, licenses and experience to safely and efficiently haul NJPA members' assets to our yard.

Large items, that cannot be economically moved, can be sold "virtually" during our live auctions even though they are located at the NJPA member's location. We would logically sequence these items into the closest live auction and sell them by photo. Ritchie Bros. will view the item and take adequate photographs to properly describe and represent the item visually to prospective buyers. The description would be listed in our sale-day catalog and the photographs would be posted online. A large picture of the item would be placed in our yard where the item would be sequenced on sale day.

Ritchie Bros. would pick up and display, at our sale location, any maintenance files, operator's manuals, or other documentation that may positively impact the price. We would work with the various NJPA members to schedule viewing times in order to provide potential buyers with opportunities to view and inspect the item. Additionally, we will work with, and advise, NJPA members regarding the adequate amount of time needed to remove the equipment so that price is not negatively impacted. We would require buyers to provide a \$1MM umbrella insurance policy and to list the NJPA member and Ritchie Bros. as "additional insured" before we allow the bidder to start loading out items from the NJPA member's property.

13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Ritchie Bros has 22 permanent facilities located across the United States and currently has 10 more leased facilities. Shipping quotes can be obtained from up to three qualified vendors once the details are provided about the equipment to be shipped, its location and its destination.

Equipment can be delivered to any of our permanent facilities every business day from 8 am to 4:30 pm and on weekends two weeks prior to each sale. Equipment can generally be delivered to our leased sites during the same times starting 3-4 weeks before the sale.

Ritchie Bros. can obtain transportation quotes from up to three companies and provide them to NJPA members. Once approved by the NJPA member, Ritchie Bros. can arrange for transportation and deduct the pre-approved charges from the net proceeds so that the NJPA member has no extra paperwork or PO's to obtain. All of our subcontracted carriers have the proper insurance, licenses, and experience to safely and efficiently haul NJPA members' assets to our yard.

Large items, that cannot be economically moved, can be sold “virtually” during our live auctions even though they are located at the NJPA member’s location. We would logically sequence these items into the closest live auction and sell them by photo. Ritchie Bros. will view the item and take adequate photographs to properly describe and represent the item visually to prospective buyers. The description would be listed in our sale day catalog and the photographs would be posted online. A large picture of the item would be placed in our yard where the item would be sequenced on sale day.

In order to provide potential buyers with opportunities to view and inspect items being sold virtually, we would work with the various NJPA members to schedule viewing times. Additionally, we will work with, and advise, NJPA members regarding the adequate amount of time needed to remove the equipment so that price is not negatively impacted. We would require buyers to provide a \$1MM umbrella insurance policy and to list the NJPA member and Ritchie Bros. as “additional insured” before we allow the bidder to start loading out items from the NJPA member’s property.

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

Since the needs of NJPA members in these markets are unique and diverse, shipping and hauling quotes will be provided on an “as needed” basis to our nearest facility. Quotes can be obtained from up to three suppliers once the details are provided about the equipment to be shipped, its location and its destination.

- We typically have two auctions per year in our leased location in Wasilla, AK.
- Equipment in Hawaii is typically shipped to our permanent sites in Chehalis, WA or Perris, CA where we normally hold 5 sales in each location annually.
- We have 9 permanent auction facilities in Canada and each site holds between 3 to 6 sales annually. All of these locations accept equipment deliveries year round. We do not charge for storage as long as the equipment will be sold in one of our upcoming auctions.
- We currently also have 9 more leased locations in Canada. Typically, equipment can be delivered to a leased location 3-6 weeks before the auction sale and we don’t charge for storage. Equipment that cannot be economically moved or shipped can be sold “virtually” where it sits from many of our auction sites as detailed in section 12 above.

15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

N/A

16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All NJPA member volume will be tracked by our settlements department and a copy of the total sales can be requested by NJPA at any time.

Upon award, we will train our sales staff on the terms of the NJPA contract and requirement to register every sale done under the contract with NJPA members with a single point of contact who will be in charge of managing this contract and tracking all sales under the contract. Reports will be submitted to NJPA on a quarterly basis for verification purposes.

17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

We will pay NJPA a 2% fee based on the net revenue generated from member sales, to be calculated as 2% of the revenue we receive from contracts executed under this RFP award.

Industry-Specific Questions

18) What is your US market share for the solutions that you are proposing in this response?

We do not report market share numbers publically. However, based on competitive intelligence, we know that our global business is larger, in revenue, than the next top 4 US/Canadian competitors combined.

19) What is your Canadian market share (if any) for the solutions that you are proposing in this response?

We do not report market share numbers publically. However, based on competitive intelligence, we know that our global business is larger, in revenue, than the next top 4 US/Canadian competitors combined.

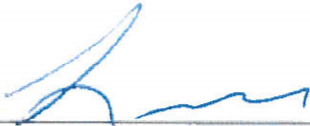
20) Identify the role of any subcontractors or third parties that will be involved in implementing your proposal.

We use qualified and insured subcontractors to perform hauling, cleaning, sandblasting, painting, glass, upholstery, tinwork and mechanical work needed to prepare equipment for sale. Any work performed by these contractors, and the corresponding costs, would be pre-approved by NJPA members prior to any work being done.

21) Indicate which category of auction service: (A through D) that you provide: a) online auction services, B) on-site live auction services, C) live streaming auction services, or D) any combination of auction services. Supply enough detail to substantiate that the Proposer properly fits within the indicated category.

A) online auction services will be provided through Ritchie Bros. EquipmentOne.com as described in pages 13 to 17 of this response. B) on-site live auction services, and C) live streaming auction services will be provided by Ritchie Bros. Auctioneers as described in pages 2 to 13 of this response.

Signature: _____



Date: _____

4-12-16

Form C


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



Company Name: IronPlanet, Inc.

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

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

Proposer's Signature: 

Date: 4/11/2016

NJPA's clarification on exceptions listed above:



FORM D



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

SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS


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

Company Name: IronPlanet, Inc. Date: April 11 2016

Company Address: 3825 Hopyard Road, Suite 250

City: Pleasanton State: CA Zip: 94588

Contact Person: Kevin O'Donnell Title: VP Government Business Development

Authorized Signature:  Kevin O'Donnell
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



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


NJPA Contract #: 041316-IPI

Proposer's full legal name: IronPlanet, Inc.

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

The effective date of the Contract will be June 22, 2016 and will expire on June 22, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette
(NAME PRINTED OR TYPED)

Awarded on May 19, 2016

NJPA Contract # 041316-IPI

Vendor Authorized Signatures:

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

Vendor Name IronPlanet, Inc.

Authorized Signatory's Title Sr. Director, Contracts



VENDOR AUTHORIZED SIGNATURE

Bonnie Waldron

(NAME PRINTED OR TYPED)

Executed on May 24, 2016

NJPA Contract # 041316-IPI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

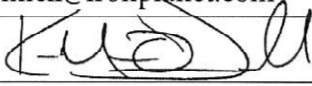
Company Name: IronPlanet, Inc.

Address: 3825 Hopyard Road, Suite 250

City/State/Zip: Pleasanton, CA. 94588

Telephone Number: 412-302-0051

E-mail Address: Kodonnell@ironplanet.com

Authorized Signature: 

Authorized Name (printed): Kevin O'Donnell

Title: VP Government Business Development

Date: April 11 2016

Notarized

Subscribed and sworn to before me this 11 day of April, 20 16

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 11-17-2019

Signature: _____



PROPOSER QUESTIONNAIRE

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

Proposer Name: IronPlanet, Inc.

Questionnaire completed by: Kevin O'Donnell

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

IronPlanet's standard payment terms are net 30. Payment terms are typically prescribed on a contractual basis due to some seller preferences.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Not Applicable. Our solutions are designed to return proceeds to the government entities that contract our services to market and sell their items. Therefore, we don't offer leasing or financing options because entities are not purchasing an item or product from us.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

IronPlanet has the ability to generate multiple reports conveying information pertaining to quarterly sales, number of items sold, and revenue generated for the individual member and for the collective NJPA contract as a whole. There is not a specific order process, as entities are not ordering products or items for purchase. Additionally, we do not utilize a dealer network or other entity to process member needs.

The proposed process for a member utilizing the full service solution would be to contact their assigned account manager and identify items that need sold. The representative would coordinate with inspection services to begin the listing process as previously outlined, which would include inspection, marketing, inside sales support, auction management, and would culminate with the sale of the item. Proceeds would be returned to the member in accordance with the defined proceed share model and established contract.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

IronPlanet currently does not accept P-card procurement and payment processes.

Warranty

5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

IronPlanet does not offer any warranty program.

IronPlanet does offer an assurance program for purchased items that is unique to the auction industry. All items indicated by an IronClad Assurance® logo or 100% Guarantee inspection certification icon in an equipment listing, a general condition inspection ("inspection") of the equipment was performed and an inspection report was generated that includes ratings, comments, and photos of the various components of the Equipment. IronPlanet inspection reports are solely for the purpose of reporting on the visible condition of the equipment's major systems and attachments on the day of inspection and do not include load testing or digging/lifting. IronPlanet inspections are not intended to detect latent or hidden defects or conditions that could only be found by dismantling the equipment or use of diagnostic equipment or

techniques. The inspection reports is designed to give buyers confidence to buy online and trust our inspection reports for accuracy. These reports result in increased buyer confidence and in turn, higher average sales prices for items.

- Do your warranties cover all products, parts, and labor?

IronClad assurance covers only substantial inaccuracies in the items reported in the inspection report. In addition to items not discoverable on a general condition inspection, specific items that are not covered include (a) conditions that can be identified only through the operation of a machine on a job site or under load capacity (e.g., digging, pulling, lifting, etc.), (b) operating the machine through the full range of speeds required to evaluate all forward and reverse gears, (c) replacement or addition of attachments to the machine, (d) disassembly, (e) use of diagnostic or test equipment to evaluate characteristics such as engine compression, and (f) electrical systems, hydraulic systems, and leaks of any kind (including fluid and tires), and (g) cosmetic damage which does not impact the performance or standard operation of the equipment. Drivetrain operational tests are limited to low speed in a confined flat area without load. Differential interlocks, full transmission shifting and functionality of all drive axles cannot be fully verified. Inspectors listen for abnormal noises, observes leaks and notes physical damage. IronPlanet shall not be responsible for equipment operating manuals or keys. Additionally, IronPlanet makes no guarantees as to the actual hours/miles on equipment. We can only report what can be visually observed.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

In order to file a dispute claim on items purchased from IronPlanet with IronClad Assurance there are dispute conditions that must be adhered to for a dispute to be deemed valid. Please refer to the document titled IronPlanet's IronClad Assurance and 100% Guarantee Policy for the list of limitations and restrictions surrounding IronClad Assurance.

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

In the event that an item is disputed, IronPlanet covers the cost for a re-inspection as well as the costs to perform any repairs to put the item back into the condition it was inspected in. A deductible in the amount of \$750.00 will be applied to any settlement of a dispute claim.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

IronPlanet can reach all geographical regions in the United States as well as Alaska, Hawaii, Puerto Rico and Guam.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

IronPlanet does not cover any warranty service.

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

IronPlanet does not have any exchange or return programs or policies.

6) Describe any service contract options for the items included in your proposal.

Not Applicable. Our proposed services do not include tangible products that would require service contracts.

Pricing, Delivery, Audits, and Administrative Fee

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

Our proposed pricing for this contract is based upon service model selected.

Full Service Model: Proceed Share Model (described below)
 Do it Yourself Model: Commission based pricing

Our service models are designed to increase efficiency and optimize administrative and operational functions of the public entities utilizing them. In turn, so is our pricing model. Our focus is on returning proceeds to the member versus billing them, by line item, for individual services, fees, or value added options. Therefore we are proposing all of our value added services as inclusive in the established pricing. We have found this to be well received amongst our public sector clients as it reduces the administrative burden of multiple invoices and bills for services. Instead, what we offer is a solution that allows us to sell the members items for the highest possible sale price and then return to them the proceeds of the sale.

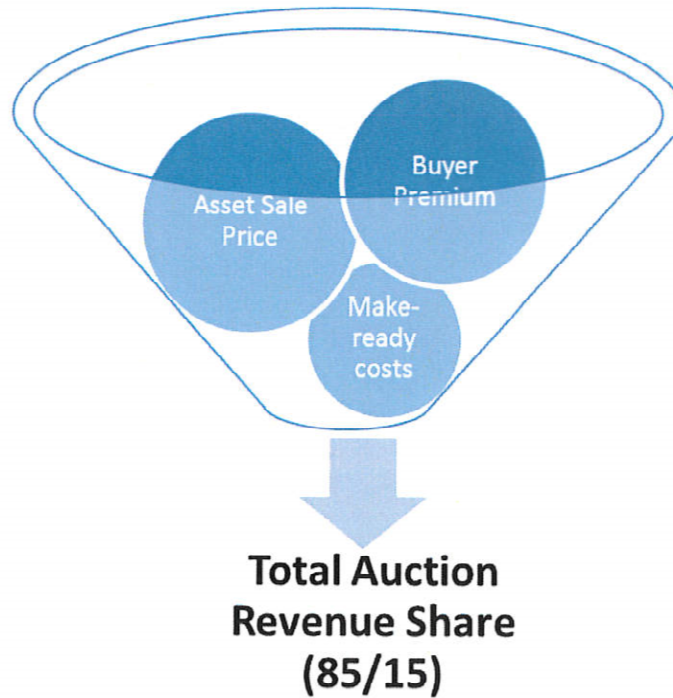
The table below describes our service offerings and associated pricing.

Dynamic Solutions					
Service Model (SM)	Online Onsite	Online Offsite	Physical Onsite	Physical Offsite	Do it Yourself
Description	Items sold online, from the member's location. Includes all value added services.	Items sold online, but IronPlanet is required to transport and store items away from member site. Includes all value added services and transportation and storage costs.	Items sold through physical auction held on member site. Can be simulcast to leverage the buy power of a global market. Simulcast option allows member to take advantage of the included value added services such as inside sales.	Items sold through physical auction. Requires us to transport, store, and auction items at a remote site. Can be simulcast to leverage the buy power of a global market. Simulcast option allows member to take advantage of the included value added services such as inside sales.	A site dedicated to facilitating transactions between government sellers and a global buyer base. Leverages global buyer base and targeted marketing.
Pricing	85/15 Proceed Share	80/20 Proceed Share	75/25 Proceed Share	70/30 Proceed Share	2.5% of the sale price of an item

Full Service Models and Proceed Share Pricing

Below is an explanation and example of how the proceed share pricing parameters apply to our full service solutions for online or physical auction services. Pricing includes all value added service offerings that are historically priced and billed separately. As previously stated, in lieu of traditional line item billing for Make Ready measures and seller fees, we are proposing alternate pricing through a **proceeds sharing model that returns a percentage of gross proceeds including the buyer paid transaction fee to the member.** Our pricing model takes all revenue generated from the sale of an asset, combines it with the 10% buyer premium that is historically retained by the auction company, and splits all revenue via the defined proceed share parameters associated with the service model selected. Additionally, we recognize that in a partnership we should share the Make Ready costs accordingly if the member elects to utilize this program. We will share the cost of Make Ready parts in line with the revenue share model. For example, if a vehicle needs a battery that cost

\$100, and the proceed share rates are 85/15 because it is an online/onsite solution, we will support 15% of the cost, and expect that the member will only be responsible for 85%. The revenue share percentage depends on the auction format. Inspection services are responsible for the completion of all Make Ready.



DIY Model and Pricing

Our DIY model pricing is simple and straightforward. It is inclusive of targeted marketing, customer service support, and access to our global buyer base. The pricing model is designed to allow the member flexibility to utilize only the DIY model, or leverage our full suite of service offerings to maximize efficiency and returns in the disposition of their assets. **The cost to member is 2.5% of the sale price.** Our DIY model allows members to address the self-managed sale of items, while affording them the opportunity to also utilize our full service model, leveraging our inspection process, IronClad Assurance, inside sales support, and targeted marketing to achieve the highest sale price for their high dollar value assets.

8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We have incentivized pricing for NJPA members by offering services at less than standard pricing and through tailorable pricing packages. Standard pricing offered to the public sector is a fixed 75/25 proceed share for Online/Onsite services and a fixed rate of 5% for our DIY service.

9) The pricing offered in this proposal is

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

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

We are committed to our partnership with the NJPA to support its members, grow our business, and to strengthen its alliance and incentivize existing members and new members to join. Therefore we are offering **rate discounts based on total Gross Auction Sales through IronPlanet's contract**. Rate discounts will be evaluated annually and based on the prior year's total Gross Auction Sales. The first year of the contract will be executed at the initially proposed rates defined in our response to question 7. Rate discounts will only be applied to proceed share rates for full service solutions.

Gross Auction Sales	Rate Discount	Example Rate
\$0 to \$20,000,000	0	85/15
\$20,000,001 to \$25,000,000	.25%	85.25/14.75
\$25,000,001 to \$30,000,000	.50%	85.50/14.50
\$30,000,001 to \$35,000,000	.75%	85.75/14.25
\$35,000,001 and up	1%	86/14

Additionally, we are seeking a truly partnered relationship with the NJPA members that we will be serving. We strive to accomplish that through performance, as seen in a pricing model where we are compensated based on our ability to sell assets for the highest possible sale price. Members will be able to take advantage of an additional rate discount based on their own total Gross Auction Sales. These discounts will be evaluated and applied similarly to the whole contract discount. Discounts will be evaluated annually and based on the prior year's total Gross Auction Sales. As above, the first year of the contract will be executed at the initially proposed rates. Likewise, these discounts will only be applied to proceed share rates and will be applied in addition to any whole contract discounts.

Gross Auction Sales	Rate Discount	Example Rate
\$0 to \$2,500,000	0	Contract Rate
\$2,500,001 to \$5,000,000	.25%	Contract Rate + .25%
\$5,000,001 to \$7,500,000	.50%	Contract Rate + .50%
\$7,500,001 to \$10,000,000	.75%	Contract Rate + .75%
\$10,000,001 and up	1%	Contract Rate + 1%

For example, if at the end of year one, the total sales volume of our contract with the NJPA was twenty two million dollars, the rates for all members going into year two would be set at the incentivized 85.25% proceeds to the member and 14.75% to IronPlanet. Each member would be eligible for additional rate incentives that could be combined to the annual contract rate. For example, if a member did three million dollars in year one, then they would receive an additional individual rate incentive of .25%, taking their rates for the year to 85.50% proceeds to the member and 14.50% to IronPlanet.

11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Not Applicable. Public Sector entities requesting services through one of our models will be handled in accordance with rates proposed.

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

There are no additional costs to the member outside of the proposed rates.

13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There are no additional shipping or delivery costs to the NJPA member.

Members that select a solution requiring shipping and storage to an offsite location are not charged any additional fee's, it is inclusive in the proposed proceed share rate structure.

Buyers are responsible for all fees associated with the pick-up, transportation, or shipping of items purchased. In order to provide our customers with the highest level of service, we offer transportation quotes after buyers purchase at auction. IronPlanet has invested in a transportation management company called VeriTread. Our partnership with VeriTread allows our buyers to receive transportation quotes directly in their "My Account" page and select them most competitive quote. VeriTread is a patented transportation marketplace with a network of vetted and qualified shipping and transportation companies. VeriTread offers transportation quotes to potential buyers prior to the auction to help customers gauge their transportation costs prior to bidding.

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

Not Applicable. Our proposed solutions don't require us to ship or deliver products to customers in these areas. However, IronPlanet is currently providing these services to government customers in Alaska, Hawaii, Guam, Puerto Rico, and U.S. Virgin Island as well as commercial customers in Canada, and can provide the highest levels of logistic support to our customers in these areas. As mentioned above, buyers would be responsible for shipping items purchased from members in these areas.

15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Not Applicable. Our proposed solutions do not involve the distribution or delivery of products or items.

16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We will have multiple self-audit processes and compliance programs implemented to manage terms, conditions, and execution of the contract. We will utilize our technology infrastructure to optimize these efforts. We will utilize field base personnel and the assigned NJPA account manager to provide oversight and quality control to ensure compliance. We will utilize Mercury, our technology hub, to manage user accounts and specific contract terms, along with tracking actual sales, weekly, monthly, and quarterly. Additionally, we can leverage these systems to generate reports that document items sold, total proceeds, and revenue returns. These can be created to meet the members' needs and can be done weekly, to quarterly. Additionally, we will utilize these same programs to manage the administrative fee and proper payment to the NJPA. We will also utilize Mercury to determine and implement rate and administrative fee incentives based on annual volume and revenue rates. Reports can be easily generated to reflect these.

17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

Administrative Fee – Multi Vendor Contract

Our proposed administrative fee is a dynamic payment based on actual revenue to IronPlanet. This payment is based on revenue, which is our proceeds taken from the Gross Auction Sales. This fee is taken from our revenue through the contract and is not passed on to the customer, nor is it an additional fee to the member. Our fee will be paid to the NJPA on quarterly revenue to IronPlanet from Gross Auction Sales pursuant to this contract. Our initial fee is proposed at 2% for year one. The administrative fee will be evaluated annually and is subject to incremental increases based on the previous year's total revenue. This incentivizes partnered execution, between the NJPA and IronPlanet, towards continued growth. Joint marketing efforts to include, tradeshow's and conferences, are some examples of partnered activities.

IronPlanet Revenue	Admin Fee Incentive Available	Fee
\$0 to \$4,500,000	0	2%
\$4,500,001 to \$5,000,000	.25%	2.25%
\$5,000,001 to \$6,000,000	.50%	2.50%
\$6,000,001 to \$7,000,000	.75%	2.75%
\$7,000,001 and up	1%	3%

Administrative Fee – IronPlanet Sole Vendor Contract

We are confident that our solutions based proposal has the ability to meet all member needs in the disposition of surplus assets. Therefore, we are proposing that the base administrative fee would start at an increased rate of 2.5% in the event that the NJPA elected to award IronPlanet as the exclusive vendor for this RFP. Below is an example of what we propose as our administrative fee as the **sole vendor**.

IronPlanet Revenue	Admin Fee Incentive Available	Fee
\$0 to \$4,500,000	0	2.5%
\$4,500,001 to \$5,000,000	.25%	2.75%
\$5,000,001 to \$6,000,000	.50%	3%
\$6,000,001 to \$7,000,000	.75%	3.25%
\$7,000,001 and up	1%	3.5%

Industry-Specific Questions

18) What is your US market share for the solutions that you are proposing in this response?

IronPlanet's US market share for 2015 was estimated at 20% of the North American (Canada and US) auction market.

19) What is your Canadian market share (if any) for the solutions that you are proposing in this response?

As mentioned above, our North American market share is estimated at 20%. We have commercial business segment with field sales and operational support personnel in Canada, and are focusing on opportunities to expand.

20) Identify the role of any subcontractors or third parties that will be involved in implementing your proposal.

We do not utilize subcontractors or third party vendors to provide the proposed services.

21) Indicate which category of auction service (A through D) that you provide: A) online auction services, B) on-site live auction services, C) live streaming auction services, or D) any combination of auction services. Supply enough detail to substantiate that the Proposer properly fits within the indicated category.

Our proposal can be best described through (D) as any combination of auction services. We are providing a solutions based proposal of dynamic services and innovative solutions designed to best meet the needs of the member. Our proposal encompasses solutions designed to meet the need for online auctions, on-site auctions, and simulcast (live streaming) auctions. Additionally, we have a Do it Yourself model that provides members the ability to self-list and sell items to our global buyer base |

Signature: 

Date: 4/11/2016

LEGAL NAME OF AGENCY:	DATE:
SOURCEWELL MEMBER NO.:	REGIONAL MANAGER, GOVERNMENT:

This MULTI-CHANNEL SALES AGREEMENT (this "**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between the entities set out in Schedule B (collectively, the "**Company**") and the customer identified above (the "**Agency**") for the sale of Equipment through the Marketplaces or a Live Auction Event. This Agreement covers Surplus Equipment Liquidation contract #041316 administered by Sourcewell (formerly, the National Joint Powers Alliance, or "NJPA"). All physical offsite services are governed by Sourcewell contract #041316-RBA and all other services are governed by IronPlanet, Inc. Sourcewell Contract #041316-IP1.

1. AGENCY INFORMATION	
Agency Address	
Authorized Representative	
Title of Authorized Representative	
Email	
Telephone	

2. COMMERCIAL TERMS

The Agency authorizes Company to offer and sell the equipment listed on one or more lists of equipment provided to Company in the form attached as Schedule A ("**Equipment**") for sale by Company through one or more of Company's online marketplace events hosted by www.govplanet.com (each a "**Marketplace**") and/or through an unreserved public auction occurring at a Company site or designated offsite location (the "**Live Auction Event**"), as indicated by the "Sale Type" selected by the Agency and noted on Schedule A. Company hereby extends the following sales options to Agency for its disposition needs and Agency shall indicate its selection of a transaction type by initialing next to the desired option(s).

Options	Selection	Terms and Fees
Online Onsite <i>(Sold online from Agency's location)</i>	_____ (Agency initials)	Auction Revenue will be shared 85% / 15% with 85% going to the Agency and 15% going to Company. *Auction Revenue* is defined as the gross selling price of a unit plus the buyer's transaction fee.
Do It Yourself <i>(Self-listings through GovPlanet Direct)</i>	_____ (Agency initials)	Commission. Company will be entitled to a commission of <u>2.5%</u> for items that sell on GovPlanet Direct.
Physical Offsite <i>(Sold offsite at Company's location)</i>	_____ (Agency initials)	<p>Commission. For Equipment sold through a Live Auction Event, Company will be entitled to a commission based on the gross sale price and other fees as set forth below:</p> <p>(a) 9.5% for any lot in excess of \$2,500.00; and (b) 19.5% for any lot realizing \$2,500.00 or less, with a minimum fee of \$100.00 per lot.</p> <p>Refurbishment. The Agency elects to have Company arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "Refurbishing") of the Equipment to a standard acceptable to Company. <input type="checkbox"/> YES <input checked="" type="checkbox"/> OR <input type="checkbox"/> NO</p> <p>Should Company organize and pay for the Refurbishing of any part of the Equipment, Company will be reimbursed for these costs plus 10% provided that the total cost will not exceed _____ dollars (\$_____) without the Agency's consent.</p> <p>Fuel/Batteries Cost. The Agency will reimburse Company for the cost plus 10% of fuel and batteries as Company deems necessary for demonstration and sale of the Equipment.</p>
Proceeds	Unless otherwise specified in writing, the Agency acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.	

3. TERMS AND CONDITIONS	
Terms & Conditions	All sales of Equipment will also be subject to the terms and conditions set out in <u>Schedule B</u> to this Agreement (the " Terms and Conditions ").

4. TITLED EQUIPMENT	
The Agency hereby appoints Company as its attorney-in-fact with a limited power of attorney (" LPOA ") to execute on the Agency's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Agency will provide Company with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the	

Live Auction Event or the time of listing for the Marketplace(s). Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale until such documentation is provided.

5. LIENS/ENCUMBRANCES

ARE THERE ANY LIENS ON THE EQUIPMENT? YES OR NO

AGENCY'S INTERNAL CONTACT REGARDING LIENS AND TITLES
(Name/Phone/Fax/Email):

1. If "Yes", please provide information for each of the lien holders as requested in the applicable Schedule.
2. Unless otherwise disclosed in the applicable Schedule, the undersigned, on behalf of the Agency, represents and warrants that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances (the "**Encumbrances**") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
3. The Agency: (i) authorizes Company to conduct lien searches on the Equipment; (ii) authorizes Company to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to Company of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.

6. MISCELLANEOUS

Trademarks In connection with the Agency's use of the Marketplace and/or Live Auction Event, Company may use the Agency's name, trademark, logos, service marks and other designations ("**Marks**") to list the Agency as a reference customer and to advertise, promote and market the Equipment. The Agency hereby grants to Company and represents and warrants that the Agency has a right to grant, a non-exclusive, worldwide license to use, publicly display and perform, reproduce, and distribute the Marks, solely as permitted in this Agreement, including distributing e-mails to potential buyers that incorporate Marks.

Entire Agreement; Priority This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.

Equipment Details Set forth on Schedule C are supplemental Equipment details required for inspection and buyer pickup.

Counterparts This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.

Term The term ("**Term**") of this Agreement shall follow the duration of the Sourcewell (formerly NJPA) contract which expires on June 22, 2020. The Agency may request the sale of further equipment during the Term by providing Company with written notification, including a description of the equipment, the proposed platform and auction date and location (if applicable). Company will indicate acceptance by providing the Agency with a schedule in the form of Schedule A for both parties to initial.

Notice Any notice to Company must be in writing and must be sent via email and by registered mail or overnight courier to the applicable contracting entity at the address set out in Schedule B. Notice to the Agency must be in writing and shall be sent to the address provided by the Agency in this Agreement. Notice shall be deemed to have been given upon three (3) business days after posting by registered mail or one (1) day after delivery to an overnight courier. If the Agency changes its address, the Agency is responsible for providing an updated address to Company.

Currency and Payment All prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency is to be used for invoice and payment.

Company Structure Ritchie Bros. Auctioneers Incorporated is the parent company of IronPlanet, Inc. and Ritchie Bros. Auctioneers (America), Inc., the entities performing the services outlined herein. IronPlanet, Inc. operates the online Marketplaces and Ritchie Bros. Auctioneers (America), Inc. operates the Live Auction Events. GovPlanet is a d/b/a of IronPlanet, Inc., dedicated to the management and support of government agencies by offering the combined services of the Company as outlined herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

AGENCY: _____

By: _____

Name: _____

Title: _____

Date: _____

IRONPLANET, INC.

By: _____

Name: _____

Title: _____

Date: _____

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

By: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE A TO AGREEMENT
SAMPLE EQUIPMENT LISTING REQUEST FORM**

AGENCY:	DATE OF SUBMISSION:
DATE OF MULTI-CHANNEL SALES AGREEMENT:	

Pursuant to the terms and conditions of the Multi-Channel Sales Agreement referenced above by and between Company and Agency, Agency hereby authorizes Company to place the following Equipment for sale through the Marketplace or Live Auction Event, as applicable:

No.	Seller Ref #	Location	Year	Make	Model	Serial #	Hours / Miles	Sale Type	Insp. Reqs.	Liens (Y/N)	Titled Equip (Y/N)	Features/Equipment Detail; Attachment Detail
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												

Agency	Company
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LEGEND:			
Sale Type:	WO = Weekly On-Line; BN = Buy Now; MO = Make Offer;	GPD = GovPlanet Direct R = Reserve LAE = Live Auction Event	Inspection Reqs: FI = Full Inspection B = Photos and Basic Functionality PO = Photos Only (non-powered units)

**SCHEDULE B TO AGREEMENT
TERMS AND CONDITIONS**

The following terms and conditions (the "Terms and Conditions") apply to the sales of Equipment by Company under the Agreement. The Terms and Conditions are separated into three sections: A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events, B) Terms and Conditions applicable to Online Marketplaces only, and C) Terms and Conditions applicable to Live Auction Events only.

A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events

- Contracting Parties.** The contracting parties for Company are defined based upon the sales channel of Equipment as set forth in the following table:

Company Contracting Entity	Notice Address
<u>Live Auction Event</u> Ritchie Bros. Auctioneers (America) Inc	4000 Pine Lake Road Lincoln, NE USA 68516 Attn: Legal Counsel legal@ritchiebros.com
<u>Online Marketplaces</u> IronPlanet, Inc.	

- Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
- Risk of Loss.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale. Agency shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of negligence of Company, its agents and employees, until the earlier of: (i) the removal of the Equipment from the posted Equipment location by Buyer or Buyer's designated transportation provider or (ii) receipt by Agency of all proceeds from the sale of Equipment. Thereafter, the Equipment shall be and remain at the risk of Buyer or Buyer's designated transportation provider (and not Company). Company has no obligation to maintain insurance coverage pertaining to the Equipment in the possession of Company for purposes hereunder.
- Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Indemnification.** Company shall indemnify and hold the Agency, its parents, subsidiaries and affiliates, and each of their directors, officers and employees, harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees (hereafter, "Liabilities"), arising out of or resulting from this Agreement to the extent caused in whole or in part by Company's gross negligence or intentional misconduct. To the extent allowed by law, Agency agrees to indemnify and hold Company, its parents, subsidiaries and affiliates, and each of their directors, officers and employees harmless from and against any and all losses, claims, damages and expenses arising out of or resulting from this Agreement and caused in whole or in part by the gross negligence or willful misconduct of the Agency.
- Termination.** Each party shall have the right, in its sole discretion, to terminate this Agreement with respect to new business upon thirty (30) days prior written notice to the other party; provided, however, that each party shall continue to perform their respective obligations in respect of equipment previously consigned pursuant to the Agreement and shall perform all work necessary for the orderly close-out of the services; after which time the Agreement will be terminated in its entirety. Company shall have the right, in its sole discretion, to terminate the Agreement or rescind the sale of Equipment to a Buyer in whole or in part in the event (a) there are liens, encumbrances or adverse claim on or to any Equipment in addition to those that are listed in the Agreement; (b) your net proceeds are insufficient to discharge creditor claims and pay Company's fees after title is cleared; (c) you are in breach of the Agreement; (d) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or Listing process or thereafter; (e) you have violated applicable laws, regulations or third party rights; (f) Company believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, Company personnel or third parties; or (g) for fraud prevention, risk assessment, security or investigation purposes. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, limitation of liability, and payment obligations for fees incurred prior to the termination date shall survive any termination of the Agreement.
- General Provisions.** The Agreement contains the entire agreement of the parties with respect to the sale of Equipment by Company and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. This Agreement supersedes and replaces the terms in any Agency purchase order or other ordering document. You and Company are independent contractors. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of the Agreement shall not constitute a waiver of such right or provision. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. In

the event of an assignment, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. The Agreement shall be governed by the laws of the State of Washington. The United Nations Convention on Contracts for the International Sale of Goods and, if you are located in the United States, the Uniform Computer Information Transactions Act, do not apply. Any action against Company arising from or relating to this Agreement or any sale or consignment hereunder shall be commenced in a state or federal court in King County, Washington and you irrevocably consent to the exclusive jurisdiction of such courts. Information provided in this Agreement shall be retained by Company in accordance with its formal Privacy Statement, available at www.rbauction.com or www.ironplanet.com.

B) Terms and Conditions applicable to Online Marketplaces only

- 1. Services of Company.** Company offers you the use of the Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers ("**Buyers**"). Each party is acting on its own behalf, and Company is not a party to the subsequent binding obligation to sell/buy the Equipment that is entered into between you and the Buyer. Nor does Company represent either party in the conclusion of such binding obligation. In consideration of your use of the Marketplace for the listing and advertising of Equipment for sale, fees as listed in the Agreement are payable by you. There are five listing formats available on the Marketplace:
 - **Online Auctions.** A service where you are able to list and advertise Equipment for sale to the highest bidder who meets or exceeds the opening bid.
 - **Buy Now.** A service where you are able to list and advertise Equipment at a Buy Now Price.
 - **Make Offer.** A service where you are able to list and advertise Equipment for sale to a bidder at the Asking Price or a Negotiated Price.
 - **GovPlanet Direct.** A service where you are able to self-list, advertise and manage the sale of business and surplus assets.
 - **Reserve.** A service where you are able to list and advertise Equipment for sale to the highest bidder in a reserved marketplace, where you set the Reserve Price.

The Marketplace shall be the exclusive listing site for the Equipment, and you shall not offer for sale or sell the Equipment in any other manner from the Effective Date until the earlier of (i) the date such Equipment is sold via the Marketplace or (ii) the date you withdraw the equipment from the Marketplace in the event Equipment has not been sold, but in such event no less than ninety (90) days. You hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve Price, or Asking Price, as applicable, (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. After the winning bid for a piece of Equipment has been established by Company or the Buyer has (a) committed to purchase the Equipment at the Buy Now Price or the Asking Price or (b) met or exceeded the Reserve Price at the end of the Reserve Period, the bid or purchase commitment of Buyer will be automatically accepted by you and a binding obligation to purchase and sell between you and Buyer is automatically concluded ("**Binding Obligation**"). All applicable terms and conditions of this Agreement shall apply to the Binding Obligation. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer, or the Buyer accepts your Counter Offer (the "**Negotiated Price**"), the Binding Obligation is concluded, and all terms herein shall apply. Buyer and Agency will be notified of such Binding Obligation by an email or other notification that is generated automatically by the Marketplace. Subject to your receipt of payment for the Equipment, you, at your own expense, shall deliver a bill of sale and such other documentation as may be reasonably necessary to transfer title to the Equipment to Buyer. The timing of the sale of Equipment and opening bid shall be set by Company. Company shall use its best efforts to sell the Equipment on your behalf in a commercially reasonable manner. There is no guarantee as to the gross proceeds that may be realized from the sale of Equipment through the Marketplace. You may not manipulate the bidding in any way, including bidding on your own Equipment to artificially raise the final sales price.

- 2. Inspections.** For all requested inspections, you agree to permit Company and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Agreement or as otherwise mutually agreed. Company shall produce an inspection report ("**Inspection Report**") for each piece of Equipment. The Inspection Report is the sole and exclusive property of Company. Company inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. Company inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee. The Agency agrees that the Equipment will remain in the same or better condition as previously inspected by Company.
- 3. Equipment Availability.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale.
- 4. Fees; Payment of Proceeds; Taxes.** All Fees and Payment Instructions are set forth in the Agreement. You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. You acknowledge and undertake to make yourself aware of and comply with all laws that may be applicable to your access and use of the Marketplace, and your entering into a transaction on the Marketplace. Company disclaims any and all liability in respect of your use of the Marketplace and your sale of any Equipment resulting in any taxes (whether direct, indirect, local or federal), fines or penalties being levied on you. For the avoidance of doubt, it is your responsibility to satisfy yourself of any charges, taxes (whether direct, indirect, local or federal) or related obligations becoming applicable in respect of the transactions that you enter into on the Marketplace. You shall indemnify Company and its affiliates (and the officers, directors, agents and employees thereof) against any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction. Once a Binding Obligation is created between you and Buyer, Company will generate a third-party invoice that is issued to Buyer on your behalf. Buyer is responsible for paying you the purchase price for the Equipment upon creation of a Binding Obligation, and you hereby instruct Company to facilitate receipt of the purchase price. Further, you hereby grant Company the right, in its own name, to enforce your right to payment. You agree that

no monies shall be payable to you until paid by the Buyer. Once received by Company, any monies due to you, net of any commissions and fees due Company as detailed in this Agreement, shall be disbursed within fifteen (15) business days after creation of a Binding Obligation. You hereby consent to Company's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by you, with any remainder to be paid within fifteen (15) business days following receipt of an invoice. You acknowledge that Buyers may fail to perform or pay on a timely basis and that Company shall not have any liability to you for any act or omission of Buyers.

5. **Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
6. **Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH COMPANY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Storage at Company Yard for a Marketplace transaction.** This Section 7 shall only apply to Equipment listed on a Marketplace and stored at a Company site (each, a "Facility"). The Agency and Company agree that the storage of Equipment does not represent a consignment agreement or other arrangement under which Ritchie Bros. Auctioneers (America), Inc. agrees to offer the Equipment for sale on behalf of the Agency. If Equipment is stored at the Facility while listed on a Marketplace, the Agency shall be deemed to be contracting with Ritchie Bros. Auctioneers (America), Inc for the storage component and with IronPlanet, Inc. for the Marketplace listing. Ritchie Bros. Auctioneers (America), Inc agrees to provide storage provided that the Equipment is free of all contents and substances other than normal operating fluids and lubricants; therefore, Ritchie Bros. Auctioneers (America), Inc reserves the right to refuse storage of any item of Equipment containing any hazardous substances or visibly leaking contaminants.
8. **GovPlanet Direct.** All Listings on GovPlanet Direct shall be subject to the additional terms set forth in this Section 8.
 - 8.1. **Listing Requirements.** Agency shall include all relevant information in the Listing necessary to sell and convey the items, including (a) an accurate description and photographs to depict the condition of the item, including any attachments or included parts; and (b) the location and availability of the item for pick-up. Each Listing will be assigned a unique item number. Agency shall not post multiple Listings for the same item.
 - 8.2. **Opening Bid and Scheduling.** For Listings on GovPlanet Direct, Agency will set (i) the opening bid for Listings; (ii) any applicable reserve amount, Make Offer, or Buy Now price; (iii) the bid increment; and (iv) the duration of the Listing.
 - 8.3. **Inspections.** Agency agrees to permit bidders to inspect items prior to or during bidding, when feasible, at a time and place specified by Agency in the Listing or as otherwise mutually agreed between Agency and bidder.
 - 8.4. **Payment of Proceeds.** After a Binding Obligation is concluded between Agency and Buyer, the GovPlanet Direct Marketplace will generate a third-party invoice that is issued to Buyer on Agency's behalf. Buyer is responsible for paying the purchase price for the items upon conclusion of a Binding Obligation, and Agency hereby authorizes GovPlanet to act as a payment processor and facilitate receipt of the purchase price. Further, Agency hereby grants GovPlanet the right, in its own name, to enforce Agency's right to payment. Agency agrees that no monies shall be payable to Agency until paid by the Buyer. Once received by GovPlanet, any monies due to Agency, net of any commissions and fees due GovPlanet as detailed in this Agreement, shall be disbursed within fifteen (15) business days after conclusion of the Binding Obligation. Agency hereby consents to GovPlanet's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by Agency, with any remainder to be paid within thirty (30) days following receipt of an invoice.

Agency may elect to act as the payment processor and facilitate receipt of the purchase price for Listings on GovPlanet Direct, to include all applicable commission and fees, pursuant to the Agreement. If the Agency elects to collect payments, GovPlanet will invoice Agency for its commission and fees no less than monthly. Agency shall remit payment to GovPlanet within thirty (30) days following receipt of an invoice. Agency acknowledges that Buyers may fail to perform or pay on a timely basis and that GovPlanet shall not have any liability to Agency for any act or omission of Buyers.

- 8.5. **Prohibited Items.** Agency is prohibited from selling the following items:

- Alcoholic beverages, cigars, cigarettes or tobacco products;
- Animals or livestock;
- Controlled substances or chemicals;
- Coupons;
- Credit, debit, or gift cards;
- Event tickets;
- Lottery tickets;
- Mailing lists and consumer information;
- Pornography or other obscene media;
- Prescription drugs;
- Products subject to recall;
- Real estate or property;
- Services;
- Stocks and other securities;
- Used or opened cosmetics; and
- Firearms and ammunition

C) Terms and Conditions applicable to Live Auction Events only

1. Company Obligations and Responsibilities

- 1.1. **Sale Sites and Dates.** Company shall, as your agent, offer the Equipment for sale at unreserved auction at various locations and on various dates for the period commencing as of the date hereof and ending upon the termination of the Agreement. You shall provide to Company a completed Schedule A no later than fifteen (15) days prior to the scheduled auction date. If advertising of specific pieces is requested in the auction brochure, you must provide a completed Schedule A to Company at least thirty (30) days before the scheduled auction date.
- 1.2. **Payment.** Company shall make payment to you within twenty-one (21) days after the Live Auction Event, by check unless you specify otherwise in writing, the amount due and owing to you from monies collected from the sale of the Equipment after making all deductions permitted under this Agreement.
- 1.3. **Administrative Fee.** You acknowledge that Company may charge purchasers an administrative fee based on the selling price of each lot.
- 1.4. **Other.** Company shall
 - (a) allow you access to records concerning the sale of the Equipment at the Live Auction Event, excluding the names or contact information of the buyers thereof; and
 - (b) collect and remit state and local sales tax arising upon the sale of the Equipment at the Live Auction Event.
- 1.5. **Lots.** Company may divide the Equipment into such lots as it may in its absolute discretion deem desirable for a Live Auction Event. Company shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure by Company to divide the Equipment into lots.

2. AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

- 2.1. **Title Documents.** Should Company be required to purchase titles on your behalf, RB shall be entitled to interest on amounts advanced at a rate of US Bank prime plus 2%.
- 2.2. **Delivery.** You shall deliver the Equipment, at your cost, to the auction site no later than fifteen (15) days prior to the scheduled Auction:
 - (a) in good operating condition, free of material defects except as disclosed to Company, with adequate fuel and batteries and starting at the key;
 - (b) free of hazardous materials other than normal operating fuels, oils and lubricants; and
 - (c) in compliance with all applicable environmental, health and safety rules and regulations;together with all documents evidencing your title and/or necessary to transfer title to the Equipment, properly endorsed.

The Agency may elect for Company to arrange for delivery of the Equipment to the Site by indicating the same in Schedule A. If delivery by Company is elected, the Agency will be charged a delivery fee equal to the actual cost of delivery plus 10%.
- 2.3. **Unreserved Auction Sale.** You acknowledge Auctions are unreserved and Company shall have no obligation or duty to withdraw the Equipment or any part thereof from the Live Auction Event or to cancel the Live Auction Event. The Equipment shall be sold to the highest bidder on the date of the Live Auction Event.
- 2.4. **No Buybacks.** You shall not bid or make an offer, directly or indirectly, nor allow any other person to bid or make an offer on your behalf, by agency or otherwise, on the Equipment or any part thereof in any Sales Event.

3. MUTUAL AGREEMENTS

- 3.1. **Prohibition of Pre-Sale.** Neither Company nor the you shall sell or offer for sale any part of the Equipment prior to the Live Auction Event without the written permission of the other Party.
- 3.2. **Default by Agency.**

If:

 - (a) you withdraw or fail to timely deliver the Equipment or any part thereof or any documents required hereunder, or if the Live Auction Event does not occur as a result of the actions or inaction of you, including without limitation the commencement of liquidation or bankruptcy proceedings of any sort by or against you; or
 - (b) you, directly or indirectly, bids or permits another to bid on your behalf or for your benefit, by agency or otherwise, on the Equipment or any part thereof at the Live Auction Event; or
 - (c) your representations and warranties set out in this Agreement are not true, complete and correct in all respects;then:
 - (d) commissions shall be payable to Company upon demand, based upon the fair market value of any withdrawn or undelivered parts of the Equipment as if they had been sold;
 - (e) any advances made by Company together with accrued interest shall become due and repayable immediately; and
 - (f) you will upon demand, reimburse Company for all out-of-pocket expenses incurred in preparation for the Live Auction Event.

In the event you are in violation of subparagraph 3.2(b), in addition to any other rights or remedies Company may have under this Agreement, Company shall, at its sole discretion, have the right to sell or re-sell the Equipment by public or private sale and you shall pay to Company as liquidated damages in addition to all other amounts due hereunder, an amount equal to twenty-five percent (25%) of the proceeds realized from such sale or resale. If, pursuant to this section, the Equipment or any part thereof is not sold at the Live Auction Event, such equipment shall be deemed to have been withdrawn by you and the provisions of subparagraph 3.2(d), (e) and (f) shall apply.

- 3.3. Creation of Lien.** In addition to any other rights or remedies available to Company, this Agreement creates a lien and charge upon the Equipment and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles Company to seize and retain possession of the Equipment as security for, and to sell the Equipment to recover, all sums owing hereunder.
- 3.4. Use of Equipment.** You authorize Company to operate the Equipment for the purpose of demonstrating it at the Live Auction Event.
- 3.5. Collection of Proceeds.** Company shall collect the full proceeds from the sale of the Equipment and you assign to Company:
- (a) the amount required to discharge and satisfy all Encumbrances in respect of the Equipment; and
 - (b) all amounts payable to Company hereunder, including commission and any advances, together with interest thereon which shall be repayable at the time of the sale.
- 3.6. Company's Right of Set-Off.** Company may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to Company in connection with any purchases, deficiencies or services rendered by Company.
- 3.7. Uncollected Proceeds.** Company may, as it deems necessary in its sole discretion, re-auction any part of the Equipment not sold or paid for at the Live Auction Event, and you acknowledge that no monies shall be payable by Company for any part of the Equipment until it has been paid for in full by the purchaser thereof.
- 3.8. Other Consignments.** Equipment belonging to other owners may be sold at the Live Auction Event.
- 3.9. Internet Bidding and Timed Auction Lot System.** Company may in its sole discretion offer certain lots for sale, in conjunction with its unreserved auction, to registered bidders using its proprietary online bidding service or using its silent "timed auction lot" system. Company shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale:
- (a) only those lots which Company deems appropriate shall be offered using such technologies and systems, and
 - (b) certain circumstances concerning the Internet and the technology in use are beyond Company's control, and such systems may not be available at any given time or auction.

You agree that Company shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from (1) the failure of the internet, servers or other computer or communications components and systems, regardless of whether such failure is caused by the negligence of Company, (2) Company's decision whether or not to use such technologies or systems, or (3) its failure to offer such systems at any time.

**SCHEDULE C TO LISTING AGREEMENT
SUPPLEMENTAL EQUIPMENT DETAILS**

EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION			
	Contact for Inspection	Alternate Contact for Inspection	Contact for Transportation
Name			
Office Phone			
Mobile Phone			
Fax			
Email			
Date for Inspection			
Special Instructions			
EQUIPMENT LOCATION AND BUYER PICKUP (For additional locations, provide detail on <u>Schedule A</u> for each piece of equipment.)			
LOCATION 1			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 2			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 3			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	

LICENSE AND MAINTENANCE AGREEMENT
BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS FOR
A KIOSK ON COUNTY PROPERTY

This License and Maintenance Agreement (“Agreement”) is by and between Columbia County, (“Licensor” or the “County”) and the City of St. Helens (“Licensee”) for the installation and maintenance of a kiosk and surrounding pavement on County property. In consideration for the mutual benefits and covenants stated herein, the parties hereby agree to the following:

1. **EFFECTIVE DATE.** This Agreement shall be effective on the last date signed by the parties, below, and shall continue until terminated as set forth in Paragraph 4, below.
2. **LICENSE.** The County hereby grants to Licensee a license to enter upon, occupy, and use the Columbia County Courthouse Plaza, located at The Strand, St. Helens, Oregon, 97051 (“Premises”), subject to the terms and conditions set forth herein, for the purpose of installing and maintaining a kiosk, concrete pad and concrete path, as described in Exhibit A, attached hereto and incorporated herein by this reference.
3. **TERMS AND CONDITIONS.** The following terms and conditions shall apply to this Agreement:
 - a. The kiosk will be installed on the Premises, as generally shown on Exhibit B, which is attached hereto and incorporated herein by this reference. The kiosk will be installed on a concrete pad. A concrete path will also be installed to connect both sides of the kiosk with the sidewalk. The kiosk shall not encroach into the public right of way, and all development shall meet ADA accessibility requirements. In the event that underground utilities need to be relocated to accommodate the development, the City shall be responsible for the costs of such relocation and shall obtain prior approval from the County. The final location and installation of the kiosk and concrete paving shall be approved by the County.
 - b. Licensee shall obtain all necessary permits and approval, such as but not limited to construction permits, prior to installation.
 - c. Licensee owns the kiosk and surrounding paving and shall be responsible for and shall maintain and repair the development as needed to ensure that it is safe for public use at all times. If repair or maintenance is necessary for public safety, and Licensee fails to repair or maintain the development, the County may perform the needed repairs and/or maintenance and recover its costs from Licensee. The County shall notify Licensee in writing prior to performing any such repair or maintenance, unless the County determines that immediate repair is necessary for public safety.
 - g. The kiosk and surrounding paving is intended to be permanent; however, the County may for any reason and at any time require its immediate removal. If immediate removal is required, County shall notify Licensee in writing. Upon removal of the kiosk and paving, Licensee shall restore the premises to substantially the same or better condition as prior to installation. If the kiosk and paving is not removed or other arrangements are made and approved by the County within thirty (30) days of date of the notice, the County may remove and dispose of the kiosk and paving as it sees fit. The County may also remove the development without notice if it determines that immediate removal is necessary for public safety. The County may recover costs incurred in the removal and disposal of the development from Licensee.

- h. The County shall in not be responsible for the safekeeping of the kiosk. The County will not insure the kiosk. Licensee shall be responsible for insuring the kiosk. Licensee agrees to hold the County, its officers, agents, and employees harmless from any loss or damage to the kiosk at all times during the term of this Agreement.
- i. Licensee agrees to indemnify, defend, save and hold harmless the County, its officers, agents or employees, from any and all claims, suits or actions of any nature, including constitutional claims, claims of injury to any person or persons or of damage to property caused directly or indirectly by reason of error, negligence, or wrongful act by Licensee, its officers, agents or employees arising out of the performance of this Agreement, including but not limited to the design, installation, maintenance, and repair of the kiosk and pavement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- j. Licensee shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Licensee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Licensee agrees to notify County immediately upon notification to Licensee that any insurance coverage required by this paragraph will be canceled, not renewed, or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- k. Licensee shall comply with all rules, regulations and requirements of the County with regard to the use of the premises pursuant to this Agreement.

- 4. **TERMINATION.** This Agreement may be terminated by either party upon 24 hours notice. Upon termination, Licensee must immediately remove the kiosk from the premises and return the premises to substantially the same condition as prior to installation.
- 5. **REPRESENTATIVES.** Any notice required to be given under this agreement shall be given to the following representatives:

<p>FOR COUNTY</p> <p>Casey Garrett, Facilities Manager Columbia County 230 Strand St. St. Helens, Oregon 97051 503-397-7213</p>	<p>FOR LICENSEE</p> <p>John Walsh, City Administrator City of St. Helens 265 Strand Street St. Helens, Oregon 97051 503-369-8211</p>
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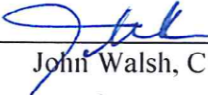
- 7. **ENTIRE AGREEMENT.** This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.
- 8. **SEVERABILITY.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.
- 9. **AMENDMENT.** This Agreement may only be amended by a writing signed by the County and

Licensee.

10. NO WAIVER. Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not constitute a continuing waiver.
11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.
12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSEE

By: 
John Walsh, City Administrator

Date: 4/28/19

Approved as to form

By: _____
Office of County Counsel

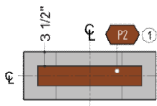
BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

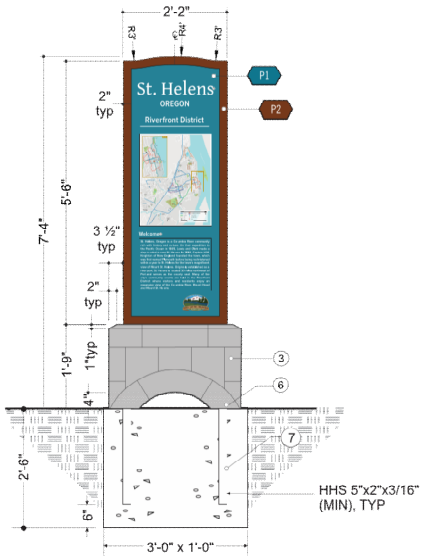
By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

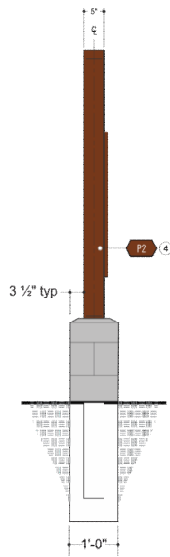
Date: _____



④ **PLAN VIEW**
Scale: 1/2" = 1' - 0"



① **FRONT ELEVATION**
Scale: 1/2" = 1' - 0"



② **SIDE ELEVATION**
Scale: 1/2" = 1' - 0"

EXHIBIT A

A SIGN DISPLAY

Manufacture and install one (1) D/F internally illuminated sign display.

- ① **SIGN CABINET**
MATERIAL: 1/8" thick aluminum with aluminum angle internal frame and support cradles. Paint cabinet per color chart. Cabinet is supported by steel reinforced base and vertical steel supports in concrete footers.
- ② **SIGN BACKGROUND**
MATERIAL: 1/8" thick aluminum. Paint per color chart.
FABRICATION PROCESS: router cut, internally illuminated.
EDGES: Routed finished smooth
COPY, MAP, WELCOME NARRATIVE PANEL
GRAPHIC/ TEXT: 3M 230-10 White vinyl & digitally printed vinyl with matte UV laminate. Graphics to be internally illuminated with LED back lights mounted to fabricated light tray fixed to internal structure.
- ③ **BASALT BASE**
SIZE: 2'-9" L x 1'-0" W x 1'-9" H
FABRICATION PROCESS: Aluminum framing with Durrock panels for application of Basalt vanner by mason after the structure has been installed. Exact stone to be verified.
- ④ **SIDE ACCESS PANEL**
SIZE: allow for electrical maintenance. Include access on top of sign as required.
- ⑤ **BULLETIN PANEL**
SIZE: 1/8" thick cork
FABRICATION PROCESS: outdoor locking and weather proof 18"x 36" snap frame. Mechanically attach to aluminum panel with hidden fasteners. Paint frame PMS 168 C
- ⑥ **FOUNDATION**
SIZE: 1'-0" x 3'-0" x 2'-6" deep
See page (2) for details
- ⑦ **STEEL POST/ FRAME**
SIZE: 5" x 2" Steel .1875" wall tubing, Paint Matthews 168C

- White 230-10
- P1 Blue Pantone 2222 C
-
- P2 Brown Pantone 168 C

③ **BACK ELEVATION**
Scale: 1/2" = 1' - 0"



9160 SE 74th Ave
Portland OR 97206
503.777.4555
800.613.4555
Fax 503.777.0220
ramsaysigns.com

Client:
City of St. Helens - Wayfinding
St. Helens, OR

Date:
03.18.19
Project Manager:
Darin Hauer
Designer:
Rick Rule

Client Approval + Date
Landlord Approval + Date

Revisions:
R1



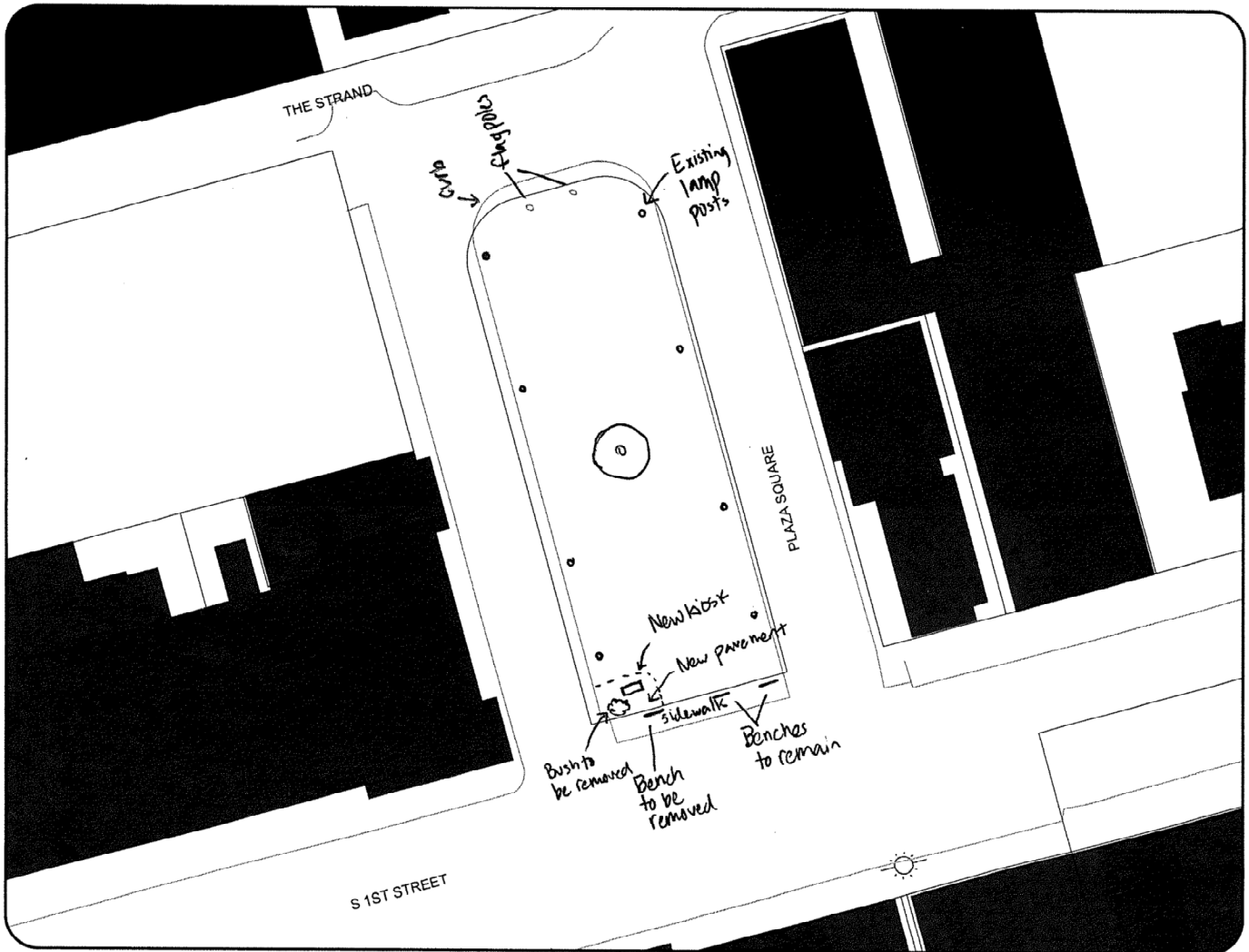
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ISO 9001

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St. Helens Kiosk Installation Site Plan

EXHIBIT B

01/22/19



Any relocation of utilities subject to Columbia County approval.
Kiosk Dimensions: 2'9" (l) x 1' (w) x 7'4" (h) Sign panel internally illuminated

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: COLUMBIA COUNTY

Contact Person: TODD M. WOOD

Grant Agreement No. 32852 & 32830

Date: 4/24/2019

Phone No.: 503-366-8505

STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION

Vehicle Useful Life Category: D

No. of Vehicles To Be Purchased: 4

No. of Regular Seats: 16

No. of ADA Stations: 3

Required Specifications:

From RFQ (attach all RFQs behind this form)

Other (Attach list or document)

Additional Preferred Options:

From RFQ (attach all RFQs behind this form)

Other (Attach list or document)

PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):

Requested Quotes	Vendor: Creative Bus Sales	Vendor: Schetky Northwest	Vendor:	Vendor:
Vehicle Make/Model Proposed:	2019 Starcraft Allstar 25 Ford E450 Chassis	2019 Eldorado Aerotech 250-Ford E 450 Chassis		
Vehicle Base Price:	\$47,061	\$49,552		
Cost of Required Specifications:	\$32,380	\$37,194		
Total Vehicle Cost With All Required Specifications:	\$79,441	\$86,746	\$0	\$0
Cost of Additional Preferred Options (if any - enter zero if none):	\$599	\$555		
Total Vehicle Cost With Required Specifications and Preferred Options:	\$80,040	\$87,301	\$0	\$0
Lowest Cost Vehicle Selected:	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Comments:				

AGENCY SIGNATURE (Required):

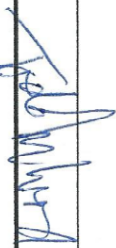
Agency Representative (enter printed name and title below)

Phone No. / E-mail address (enter below)

Todd M. Wood Program Administrator

503-366-8505 todd.wood@columbiacounty.or.gov

Signature of Agency Representative:



Date of Signature:

4/24/19

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Revised Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: 4/15/2016
- Response to RFQ (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase
-

VENDOR (Business Name): Creative Bus Sales

Vendor Contact Person: Ken Jarmer Phone: 503-936-4320

Email Address: Kenj@creativebussales.com Alt Phone: 425-609-1500 x 314

Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: Columbia County Rider Date: 3/5/2019

Contact Person: Todd M. Wood Phone: 503-366-8505

Email Address: todd.wood@co.columbia.or.us Fax: 503-366-4270

Agency Address: 1155 Deer Island Rd, St Helens, OR 97105

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement / Other No. of Vehicles Required: 4

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A Cat B Cat C Cat D Cat E ___ (select from 1 to 3)

Length (can be range): 24-25 Regular Seats: 16 ADA Stations/Tie downs: 3 ADA

Fuel Type: Gasoline Diesel Bio-fuel Hybrid CNG Propane

High Floor Low Floor Other Comment: _____

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION	<i>VEHICLE BASE PRICE</i>
<i>This Section to be completed by Vendor</i>	<i>Enter base price from State Price Agreement below</i>
Vehicle Make/Model: 2019 Starcraft Allstar 25 Ford E450 6.8L V-10	
Length: 25'	
Fuel Type: Gasoline	
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:	
No. of Regular Passenger Seats: 16	
No. of ADA Stations w/Tiedowns Desired: 3	
Special Note:	\$47,061

B. VEHICLE REQUIRED SPECIFICATIONS

<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>
Altoona Test Executive Summary	Provided
Air conditioning: A/C 50,000 BTU or equivalent	\$1,200 - 55K BTU Dual Compressor
Air Conditioning: Chassis OEM Standard Automotive Front Driver's Air Conditioner	Provided
Alternator: Heavy Duty OEM upgrade to a minimum 200-amp, or equivalent	Provided
Audio: two-way pre-wired radio prep only	\$105
Audio/Video: Angel Trax DVR video system with 6 camera locations, and HD size 1 TB; or equivalent	\$3,740
Audio/Video: 2 extra HD size 1TB (This should be 2 in total for all four vehicles, not 2 per vehicle).	\$285 for 2 Additional Hard Drives. This cost will not be included in pricing for remaining 3 units.
Audio: Interior / Exterior Passenger Announcement system with driver controls accessible from the driver's seat.	\$170 Includes standard AM/FM radio
Battery: Dual batteries, mounted together in stainless steel battery box w/ s.s. slides and locking cover	\$810
Battery: Electrical: Master Electrical Disconnect Switch located in battery compartment	\$145

Brakes: Heavy duty disc with 4-wheel anti-lock	Provided
Bumper: Romeo Rim Rear Bumper or equivalent - Black	\$765
Chassis: 20 to 26' 10,000-16,000 GVWR	\$1,725 - 25'
Chassis: Minimum 176" Wheel base or equivalent	Provided
Clock: Digital clock in driver area	\$85
Construction: Steel cage with rust proofing, dual rear wheels or equivalent	Provided
Construction: Steel Wheel Wells	Provided
Construction: sidewalls and floor structure are tubular steel cage construction with E/coat for corrosion or equivalent	Provided
Doors: "40" door with 36" clearance	Provided
Doors: exterior switch for entrance door or key lock	\$80
Doors: Rear emergency door with wide angle lens	\$470
Drivers Area: Driver fan Mounted to windshield header.	\$90
Electrical: Bus Electrical Schematics on USB or CD (if all four buses are the same only one set will be needed total).	Provided
Electrical: Electrical panel with door access	Provided
Electrical: Master Electrical Disconnect Switch	See Above, Page 2
Electrical: Cruise Control	Provided
Emissions: Onboard Diagnostics	Provided
Emissions: EVA/CARB Emissions Certification	Provided
Engine: V8 Cylinder Gas engine 6.8L or equivalent including larger engines	Provided
Engine: Fast idle, gas engine	Provided
Exhaust: Street Side Exhaust	Provided
Exterior Color: White	Provided
Exterior: Drivers Side Running Board	\$290
Fare box: Diamond Fare box XV installed with 1 vault installed and 1 spare fare box, keyed for CCRider buses.	\$2,060
Floor: ¾" pressure treated plywood subfloor, with undercoat	\$495
Floor: Altro Nonskid flooring throughout or equivalent, covered up the sidewalls.	\$265 - Coving
Floor: Seal all edges of plywood floor	Provided

Fuel System: OEM 55 Gallon Fuel Tank, or equivalent	OEM 55-Gal Tank Approved
Fuel System: Fuel Sender Access Plate in Floor	Provided
Heater: 65k BTU heater mounted under seat	Provided
Interior: Soft Vinyl interior ceiling	\$140
Interior: Gray FRP walls	\$190 Rear Wall FRP
Keys: Two sets of ignitions, battery box and overhead compartment keys	Provided
Lights: ADA, LED Exterior entry door lights, door activated.	Provided
Lights: Daytime Running Lights	Provided
Lights: Auto Dimming Interior Lighting, door activated dome.	\$60 – Door Activated
Lights: Drivers dome light with separate switch	Provided
Lights: LED light package for all standard/required rear stop, tail and backup lights.	Provided
Lights: Step Well	Provided
Lights: Marker	\$345
Manuals: two sets of shop manuals including parts and electrical. (if all four buses are the same only two sets will be needed total).	\$665 for 2 Helms Shop Manuals. This cost will not be included in pricing for remaining 3 units.
Mirror: Heated, power remote adjustable exterior mirrors	\$615
Mirror: interior approximate 6x9 or greater	Provided
Mud Flaps: Front and Rear	Provided
Paint: Standard white vehicle	Provided
Railings: Stainless steel- railings on entry doors parallel to entrance, on ceiling and driver station	Provided
Safety Equipment: 1 ¼" grab rail parallel to entrance (both sides) and on ceiling	Provided
Safety Equipment: Body fluid Clean up-kit	\$55
Safety Equipment: Back up alarm with audible outside of vehicle	Provided
Safety Equipment: Yellow Standee line	\$30
Safety Equipment: FAK, Fire EXT, Triangles, Seat Belt cutter.	Provided
Safety Equipment: Emergency Exit Windows	Provided
Safety Equipment: Yellow Step Nosing	\$50
Seats: Fold-a-away Seats for ADA area	\$2,045 – 4 Foldaway Double Seats

Seats: Level 3 upholstery for all passenger seats. Passenger's seats to be level 3 gray vinyl with seat backs to be #5329 tower Green Fabric or equivalent	\$1,260
Seats: Moveable Arm rests on isle seats	Provided
Seat Belts: Retractable for all passenger seats	\$1,175
Driver Seat: USSC G2ELPQR or equivalent With Black Fabric	\$1,825
Signage: Destination signs on side and front of vehicle include software and installation costs. Hanover or equivalent with driver accessible controls.	\$4,910
Signage: Yield sign on rear of bus, electronic triangle to match TriMet and sign (ORS811.167) pointing to the yield sign. Driver activation switch on dash	\$510
Signage: Passenger stop request system with pull cords and ADA cords at each WV Station. Audible ADA chime and front mounted "Stop Request" Sign	\$820
Signage: Interior Signage Video Camera in use; priority seating, Seatbelts required (English and Spanish)	Provided
Signage: Side turn/marker lights	\$95
Stanchions: Driver stanchion with modesty panel	Provided
Stanchions: Stanchion and modesty panel behind entry door	Provided
Steering: Tilt steering column with power steering	Provided
Storage: Top Hinged Lockable Door at Overhead storage compartment or equivalent.	\$120
Storage: Bike Rack, Sportwork DL2 or equivalent purchased and installed	\$2,055
Storage: 30" Walker storage area with shelf and modesty panel directly behind lift	\$505
Suspension: Mor-Ryde Suspension or equivalent	\$1,085
Tow Hooks: Rear	\$90
Transmission: Heavy duty 6 speed automatic transmission with auxiliary transmission cooler	Provided
Ventilation: 1 roof hatch, rear/ middle of ceiling in passenger area	\$290
Video: Back up camera with Dash mounted monitor	Provided – Smart Vision w/ Monitor in Rear View Mirror
WheelChair Lift: Braun century 2 series folding lift mobility device with 800lb capacity or equivalent with safety belt.	Provided
WheelChair: Wheelchair stations with Q-strait or equivalent	\$480 - 3rd Station
WheelChair LIFT: Located behind entrance door	Provided

Windows: Rear and side Egress window with lights	\$185
Windows: tinted side widows	Provided
Windows: drop moldings over Passenger windows in bus body.	Provided
Windows wipers: Intermittent Wiper control	Provided
Delivery: Earliest possible date. Number of days from order. Delivered to CCrider	120 Days from PO.
Subtotal Cost of Required Options:	\$32,380
Total Vehicle Cost with All Required Options:	\$79,441

C. VEHICLE PREFERRED OPTIONS

Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Seat Belts: 6 extenders	No	\$140	
Signage: ad card holds on j-rail interior on both sides	No	\$210	
Rack for schedules and notices inside bus	No	\$110	
Passenger Counter 6 button single row	No	\$490	
GPS system	No	\$360	Garmin Navigation
On Spot automatic Chains or equivalent	No	\$4,295	
Roadside Assistance Program: 5 yrs/60,000 miles	Yes		
Subtotal Cost of Preferred Options:		\$5,605	

Vendor's Signature: _____ **Date Sent:** _____

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

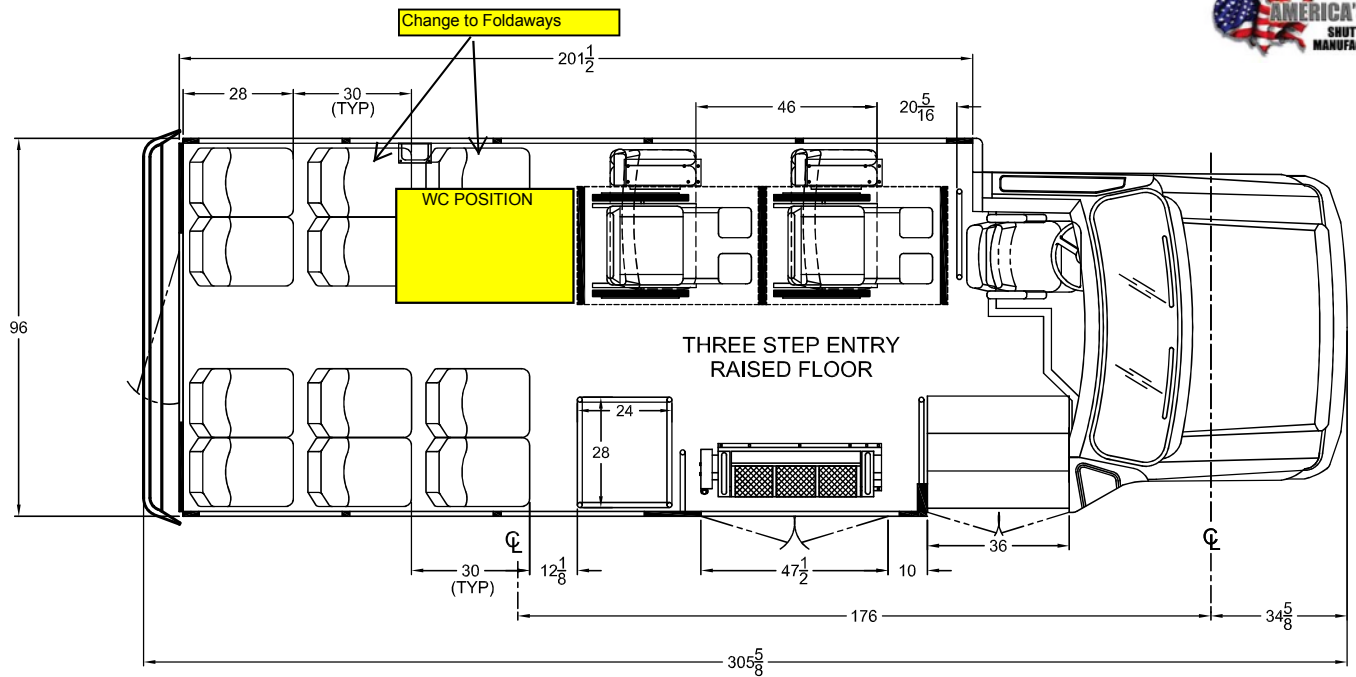
Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

VEHICLE SELECTION INFORMATION

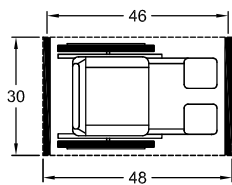
Selection of the vehicle and successful price quote will be based on:

- Lowest Cost With Required Specifications (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)**
- Best Value Determination (ODOT PTD pre-approval required.)**

The Best Value Determination criteria are as follows:



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
ALLSTAR E-450 14,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.



DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		STARCRRAFT BUS a division of Forest River, Inc.	
WOOD ± 1/8"	OTHER ± 1/16"	DATE: 07/11/14	TITLE: 12 PASS, 2 WC 176" WB 190 BDY 25' ALLSTAR
± 1° ± 1/2°		NAME: TAS	DWG. No. 12 2 WC 2 DB FOLDS 24 LUGGAGE RACK 176 190 USA

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Revised Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: 4/15/2016
- Response to RFQ (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase

VENDOR (Business Name): Schetky Northwest Sales, INC

Vendor Contact Person: Tobi Bassett Phone: 503-382-3119

Email Address: Tobi@schetkynw.com Alt Phone: 1-800-255-8341

Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: Columbia County Rider **Date:** 3/5/2019

Contact Person: Todd M. Wood **Phone:** 503-366-8505

Email Address: todd.wood@co.columbia.or.us **Fax:** 503-366-4270

Agency Address: 1155 Deer Island Rd, St Helens, OR 97105

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement / Other **No. of Vehicles Required:** 4

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A Cat B Cat C Cat D Cat E ___ (select from 1 to 3)

Length (can be range): 24-25 **Regular Seats:** 16 **ADA Stations/Tie downs:** 3 ADA

Fuel Type: Gasoline Diesel Bio-fuel Hybrid CNG Propane

High Floor Low Floor **Other Comment:** _____

Bumper: Romeo Rim Rear Bumper or equivalent - Black	YES – QUOTING ROMEO RIM REAR HELP BUMPER
Chassis: 20 to 26' 10,000-16,000 GVWR	YES – 25' 1" OVERALL LENGTH – 14,500 GVWR – FORD E-450 CHASSIS
Chassis: Minimum 176" Wheel base or equivalent	YES – QUOTING 186" WHEELBASE
Clock: Digital clock in driver area	YES
Construction: Steel cage with rust proofing, dual rear wheels or equivalent	YES
Construction: Steel Wheel Wells	YES
Construction: sidewalls and floor structure are tubular steel cage construction with E/coat for corrosion or equivalent	YES
Doors: "40" door with 36" clearance	YES
Doors: exterior switch for entrance door or key lock	YES
Doors: Rear emergency door with wide angle lens	YES
Drivers Area: Driver fan Mounted to windshield header.	YES
Electrical: Bus Electrical Schematics on USB or CD (if all four buses are the same only one set will be needed total).	YES – QUOTING (1) OEM CHASSIS & (1) BODY MANUAL FOR 4-BUS BUILD (BUSES ARE SAME)
Electrical: Electrical panel with door access	YES
Electrical: Master Electrical Disconnect Switch	YES – SAME AS "BATTERY: ELECTRICAL" ON PG. 2 PER PREVIOUS RFQ
Electrical: Cruise Control	YES – OEM FORD
Emissions: Onboard Diagnostics	YES
Emissions: EVA/CARB Emissions Certification	YES
Engine: V8 Cylinder Gas engine 6.8L or equivalent including larger engines	YES
Engine: Fast idle, gas engine	YES – QUOTING FAST IDLE & INTERLOCK
Exhaust: Street Side Exhaust	YES
Exterior Color: White	YES
Exterior: Drivers Side Running Board	YES
Fare box: Diamond Fare box XV installed with 1 vault installed and 1 spare fare box, keyed for CCrider buses.	YES
Floor: ¾" pressure treated plywood subfloor, with undercoat	YES
Floor: Altro Nonskid flooring throughout or equivalent, coved up the sidewalls.	YES – QUOTING GERFLOR NON-SKID FLOORING, GRIFFON GRAY COLOR, PER AGENCY APPROVAL, PRIOR SUBMITTAL

Floor: Seal all edges of plywood floor	YES
Fuel System: OEM 55 Gallon Fuel Tank, or equivalent	YES – OEM 55 GALLON FUEL TANK
Fuel System: Fuel Sender Access Plate in Floor	YES
Heater: 65k BTU heater mounted under seat	YES
Interior: Soft Vinyl interior ceiling	YES
Interior: Gray FRP walls	YES
Keys: Two sets of ignition, battery box and overhead compartment keys	YES
Lights: ADA, LED Exterior entry door lights, door activated.	YES
Lights: Daytime Running Lights	YES
Lights: Auto Dimming Interior Lighting, door activated dome.	YES
Lights: Drivers dome light with separate switch	YES
Lights: LED light package for all standard/required rear stop, tail and backup lights.	YES
Lights: Step Well	YES – LED
Lights: Marker	YES – LED
Manuals: two sets of shop manuals including parts and electrical. (if all four buses are the same only two sets will be needed total).	YES – QUOTING (2) OEM CHASSIS (PARTS & ELECTRIC) & (2) BODY MANUALS FOR 4-BUS BUILD (BUSES ARE SAME)
Mirror: Heated, power remote adjustable exterior mirrors	YES
Mirror: interior approximate 6x9 or greater	YES
Mud Flaps: Front and Rear	YES
Paint: Standard white vehicle	YES
Railings: Stainless steel- railings on entry doors parallel to entrance, on ceiling and driver station	YES
Safety Equipment: 1 ¼" grab rail parallel to entrance (both sides) and on ceiling	YES
Safety Equipment: Body fluid Clean up-kit	YES
Safety Equipment: Back up alarm with audible outside of vehicle	YES
Safety Equipment: Yellow Standee line	YES
Safety Equipment: FAK, Fire EXT, Triangles, Seat Belt cutter.	YES
Safety Equipment: Emergency Exit Windows	YES
Safety Equipment: Yellow Step Nosing	YES
Seats: Fold-a-away Seats for ADA area	YES – QUOTING (2) FOLD-A-WAY SEATS

Seats: Level 3 upholstery for all passenger seats. Passenger's seats to be level 3 gray vinyl with seat backs to be #5329 tower Green Fabric or equivalent

#5329 TOWER GREEN FABRIC IS DISCONTINUED (NOT AVAILABLE) - QUOTING LEVEL 3 #610 PREDICTIONS MISTY BAY SEAT BOTTOMS WITH LEVEL 5 #029 GREEN CMI TOWER 4000 FOR FULL SEAT BACKS - QTY (16)



Seats: Moveable Arm rests on isle seats

YES – QUOTING (8) FOLD-UP ARM RESTS ON AISLE SEATS

Seat Belts: Retractable for all passenger seats

YES – QUOTING (16) LAP RETRACTABLE SEATBELTS

Driver Seat: USSC G2ELPQR or equivalent With Black Fabric

YES

Signage: Destination signs on side and front of vehicle include software and installation costs. Hanover or equivalent with driver accessible controls.

YES – QUOTING HANOVER FRONT & SIDE SIGNS

Signage: Yield sign on rear of bus, electronic triangle to match TriMet and sign (ORS811.167) pointing to the yield sign. Driver activation switch on dash

YES

Signage: Passenger stop request system with pull cords and ADA cords at each WV Station. Audible ADA chime and front mounted "Stop Request" Sign

YES – QUOTING PULL CORDS, (2) SEAT MOUNT BUTTONS UNDER THE FOLD SEATS FOR STREET SIDE WHEELCHAIR PASSENGERS, & TOUCH TAPE ON LIFT POST FOR CURB SIDE WHEELCHAIR PASSENGER, WITH FLUSH-MOUNT FRONT "STOP REQUEST" SIGN

Signage: Interior Signage Video Camera in use; priority seating, Seatbelts required (English and Spanish)

YES

Signage: Side turn/marker lights

YES

Stanchions: Driver stanchion with modesty panel

YES

Stanchions: Stanchion and modesty panel behind entry door

YES

Steering: Tilt steering column with power steering

YES

Storage: Top Hinged Lockable Door at Overhead storage compartment or equivalent.

YES

Storage: Bike Rack, Sportwork DL2 or equivalent purchased and installed

YES

Storage: 30" Walker storage area with shelf and modesty panel directly behind lift

YES – INCLUDES MODESTY PANEL ON PASSENGER-FACING SIDE OF RACK

Suspension: Mor-Ryde Suspension or equivalent

YES

Tow Hooks: Rear

YES

Transmission: Heavy duty 6 speed automatic transmission with auxiliary transmission cooler

YES

Ventilation: 1 roof hatch, rear/ middle of ceiling in passenger area	YES
Video: Back up camera with Dash mounted monitor	YES
WheelChair Lift: Braun century 2 series folding lift mobility device with 800lb capacity or equivalent with safety belt.	YES – QUOTING BRAUN CENTURY NCL917FIBHB34X54-2 WITH SAFETY BELT AND 34" x 54" LIFT PLATFORM
WheelChair: Wheelchair stations with Q-straint or equivalent	YES – QUOTING (3) WHEELCHAIR STATIONS WITH Q8100-A1-L RESTRAINT KITS
WheelChair LIFT: Located behind entrance door	YES
Windows: Rear and side Egress window with lights	YES
Windows: tinted side widows	YES – QUOTING TOP-T SLIDER WINDOWS WITH OEM TINT
Windows: drop moldings over Passenger windows in bus body.	YES
Windows wipers: Intermittent Wiper control	YES – OEM FORD
Delivery: Earliest possible date. Number of days from order. Delivered to CCrider	IF PO IS RECEIVED BY 4/26/19, ESTIMATED DELIVERY IS 120 DAYS (APPROXIMATE DELIVERY DATE 8/23/19).

Subtotal Cost of Required Options: \$37,194.00

Total Vehicle Cost With All Required Options: \$86,746.00

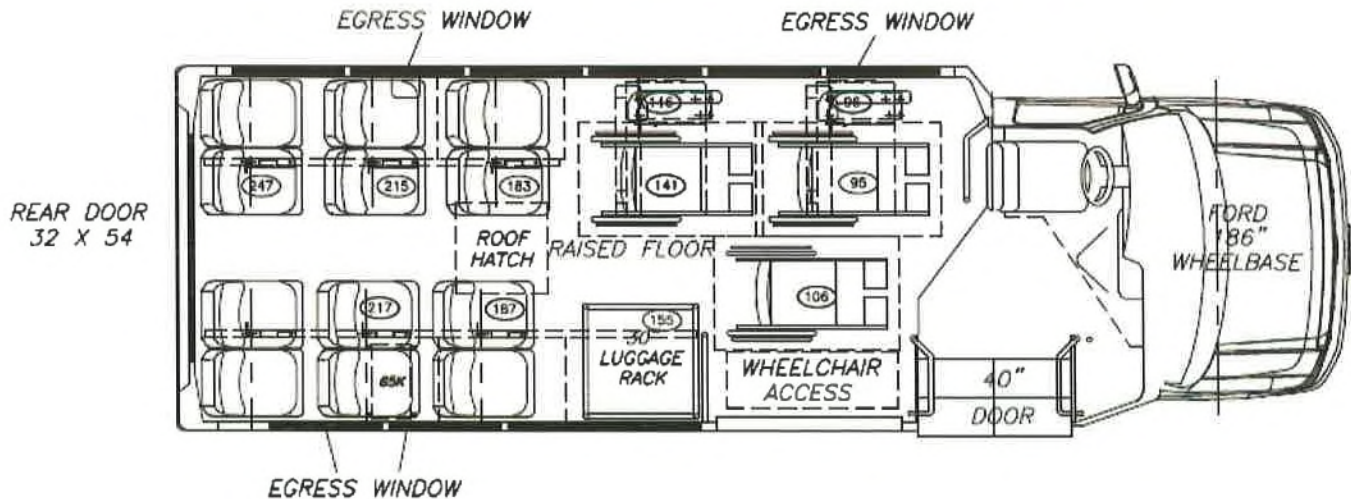
C. VEHICLE PREFERRED OPTIONS

Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Seat Belts: 6 extenders	NO	\$105	TOTAL PRICE FOR (6) 12" SEAT BELT EXTENDERS
Signage: ad card holds on j-rail interior on both sides	NO	\$285	TOTAL PRICE
Rack for schedules and notices inside bus	NO	\$135	
Passenger Counter 6 button single row	NO	\$450	
GPS system	NO	\$4155	PRICE IS SUBJECT TO CHANGE BASED ON ACTUAL SYSTEM CHOSEN BY AGENCY
On Spot automatic Chains or equivalent	NO	\$3395	
Roadside Assistance Program: 5 yrs/60,000 miles	YES	INCL.	
Subtotal Cost of Preferred Options:		\$8,525.00	

Vendor's Signature: John Bassett Date Sent: 4/15/19

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)



VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

- Lowest Cost With Required Specifications (Lifecycle costs may be considered in price determination and may affect lowest bid determination)**
- Best Value Determination (ODOT PTD pre-approval required.)**

The Best Value Determination criteria are as follows:

**PARTIAL
STURAA TEST
7 YEAR
200,000 MILE BUS
from
ELDORADO NATIONAL, INC.
MODEL 240 AEROTECH
OCTOBER 2000
PTI-BT-R2014-13-00-P**



The Pennsylvania Transportation Institute

201 Research Office Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

6th Avenue and 45th Street (814) 949-7944
Altoona, PA 16602

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EXECUTIVE SUMMARY

Eldorado National submitted a model 240 Aerotech, diesel powered 17 seat bus, for a Partial STURAA Test in the 7yr/200,000 mile category. The Federal Transit Administration determined that the following tests would be performed: 1.2 Servicing, Preventive Maintenance, Repair & Maintenance, 2. Reliability and 5.7 Structural Durability Test. The odometer reading at the time of delivery was 1,196 miles. Testing started on August 1, 2000 and was completed on October 6, 2000. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of this partial test was the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on August 7, 2000 and was completed on September 26, 2000.

The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 14,000 lbs. The number of standing passengers was reduced from 17 standees and one wheelchair position, to 5 standees and one wheelchair position (600 lb per. wheelchair position). The reduction in passenger weight was necessary to avoid exceeding the GAWR (9,450 lbs.) of the rear axle. The middle segment was performed at a SLW of 13,275 lbs. The final segment was performed at a curb weight of 10,150 lbs. Durability driving resulted in no unscheduled maintenance failures.

The Reliability Section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. Problems also are listed by class as defined in Section 2. The test bus encountered no failures during the Structural Durability Test.



CERTIFICATION OF MOTOR VEHICLE POLLUTION REQUIREMENTS

Eldorado, hereby certifies that the motor vehicle(s) being provided under this contract shall be in full compliance with the following:

1. The horsepower of the vehicles is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary power equipment.
2. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
3. Viable emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
4. When the vehicle has been idled for three minutes and then accelerated to 80% of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

It is further certified that Ford Motor Company warrants that:

1. The vehicle being supplied was designed, built and equipped to conform, at the time it was sold, with the emissions regulations of the U.S. Environmental Protection Agency (EPA), and
2. The vehicle being supplied is free of defects in materials and workmanship which would cause it to fail to conform with applicable EPA regulations for a period of five (5) years or 50,000 miles, whichever occurs first.



Rusty Ryff
Inside Sales Manager

3/7/19

Date



SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

AFTER-THE-SALE SUPPORT, SERVICE, AND WARRANTY

When considering your next bus purchase, we believe there are three (3) areas of importance the buyer should look at: the **manufacturer**; the **distributor**; and the **product** itself!

SNWS recognizes the value and importance of quality after-the-sale support. Customers involved in the transportation industry routinely face obstacles dealing with vehicle downtime, service accessibility, preventative maintenance, and parts availability which may negatively affect their service and operation. Recognizing this important aspect in customer satisfaction, SNWS has invested heavily to maintain a high level of this necessary after-the-sale support. As a further benefit to our customers, we provide after-the-sale support represented by the largest, longest established sale/service organization in the industry throughout the North America.

Schetky Northwest has a seventy-plus year commitment dedicated to customer service. With our proven track record in after-the-sale support, Schetky Northwest has received national recognition from such manufacturers as: Eldorado National, Thomas Built Bus, Champion Bus, Elkhart Coach, Heil Corp, Ricon Corp, Braun Corp, and MV-1 to name a few.

Whether your needs are for vehicle replacement, regular maintenance, parts replacement, technical advice, or operating assistance, Schetky is the Northwest's #1 bus dealer in sales and repeat customers since 1942!

➤ **ELECTRONIC COMMUNICATIONS**

The *Schetky Northwest* website allows for on-line warranty claim filing, requests for service, and parts ordering capabilities. For your review, you can also visit us at:
<http://www.schetkynw.com/service/warranty.asp>

➤ **WARRANTY DEPARTMENT**

Schetky Northwest sales provides warranty service that is most convenient and in the best interests of the customer. For specific warranty claims or anytime you may have a question regarding your warranty, we encourage you to contact our Warranty Administrator Ed Wakeman. Ed can be reached as follows:

Ed Wakeman, Warranty Administrator
Schetky Northwest Sales, Inc.
503-382-3129 (Direct)
800-255-8341 extension 129
8430 NE Killingsworth St., Portland, OR 97220
<mailto:edw@schetkynw.com>



SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

Below describes the typical method of warranty adjustment¹:

COACH:

The Final-Stage Manufacturer Repair Station is available at: Schetky Northwest Sales, Inc., Portland, Oregon, or at our authorized service centers in Lakewood, WA.; or through our affiliate dealer network nation-wide; or by reimbursing agency for expenses incurred at a repair facility mutually agreed upon; or reimburse agency for mutually agreed expenses incurred at the agency's maintenance facility. Please refer to the specific warranty terms and conditions for method of warranty adjustment.

CHASSIS:

The chassis warranty repair station is available at any **authorized chassis dealership** in the United States. The Final-Stage Manufacturer produces vehicles built on light, medium, and heavy duty chassis' built by Ford, Chevrolet, International, Freightliner, Mercedes-Benz, and specific purpose-built chassis' such as the MV-1 or ENC-Riverside heavy-duty chassis. Please consult your owner's manual or call Schetky Northwest for availability of your nearest service center. Schetky Northwest further offers contractual warranty and repair facilities throughout the Country through our affiliation with various distributor networks, assuring our customers with the finest in after the sale support.

COMPLETE SERVICE FOR ALL TYPES OF EQUIPMENT

Quality service and repairs are offered in such areas as electrical systems, hydraulic systems, wheelchair lift, air conditioning, body repair, preventative maintenance programs, complete vehicle refurbishing, and custom fabrication. In our present facility, we have seven shop bays, plus a steam rack available for all our customers' service needs. To further serve the needs of our customers, Schetky Northwest also offers a convenient mobile field service program. In the past two years, our coverage for field service has increased to the point where we are able to service customers' needs on a monthly schedule and respond immediate to customer needs when required.

¹ALL BODY RELATED WARRANTY REPAIRS MUST BE PRE-AUTHORIZED BY FINAL-STAGE MANUFACTURER.



SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

➤ **CUSTOMER SERVICE DEPARTMENT**

Keeping with our philosophy to not only offer our customers the best product available, but also the best possible service we can provide, the *Schetky Northwest Service, Parts, & Warranty Department* staff of 23 employees are dedicated to providing the finest in after-the-sale support.

With over 25,000 square feet of Service, Parts, Sales, and Administrative offices located just minutes away from the Portland International Airport, *Schetky Northwest* is conveniently located between Interstate 5 and interstate 205 on Killingsworth Street in Portland, Oregon.

Schetky Northwest also maintains a complete service facility in Lakewood, Washington conveniently located just minutes from I-5.

To better support our valued customers, *Schetky Northwest* will be opening a new Service Facility in *Pasco Washington* the summer of 2014.

➤ **MOBILE FIELD SERVICE**

Recognizing that we cannot be everywhere, Schetky Northwest Service Department maintains additional contractual service agreements with other service facilities throughout the Northwest and Alaska to further provide our customers with convenient service alternatives. In addition, we further provide for a network of service facilities nation-wide for qualified after-the-sale support, including service and parts.

FOR SPECIFIC SERVICE NEEDS IN YOUR AREA OR TO SCHEDULE AN APPOINTMENT, PLEASE CONTACT THE SCHETKY NORTHWEST SERVICE CENTER NEAREST YOU:

➤ **PORTLAND, OREGON**

Brett Hill, Service Manager
Schetky Northwest Sales, Inc.
503-607-3137 (Phone - Direct)
800-255-8341 extension 137 (Toll-Free)
8430 NE Killingsworth St., Portland, OR 97220
<mailto:bretth@schetkynw.com>

➤ **LAKWOOD, WASHINGTON**

Matt Peters, Service Manager
Schetky Northwest Sales, Inc.
(503) 542-3906
2624 112th St. So., Bldg. A2, Lakewood, WA 98499
<mailto:mattp.schetkynw@gmail.com>



SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

➤ **PASCO, WASHINGTON**

Mr. Sam Corona, Service Manager
Schetky Northwest Sales, Inc.
(509) 545-3378 (Phone – Direct)
East B Circle, Pasco, WA 99301
samc@schetkynw.com

➤ **MT. VERNON, WASHINGTON (**OPENING SUMMER OF 2017)**

Schetky Northwest Sales, Inc.
1817 Railroad Ave, Unit B
Mt Vernon, WA 98273

PARTS DEPARTMENT

Complementing our Sales and Service departments, Schetky Northwest offers the largest parts distribution network in 11 western states representing over 237 Manufacturers. Staffed by a total of 6 representatives, our Parts Department is available from 7:30am to 5:00pm with 24 hour on call availability for those unexpected emergency situations.

➤ **FOR PARTS INQUIRIES AND SALES, PLEASE CONTACT:**

Schetky Northwest Sales, Inc.
800-769-0902 (Toll-Free)
8430 NE Killingsworth St.
Portland, OR 97220
<http://www.schetkynw.com/service/parts.asp>

**WE VALUE YOUR BUSINESS AND WELCOME THE OPPORTUNITY TO BE OF SERVICE. DO NOT
HESITATE TO CONTACT US WHENEVER WE CAN BE OF ASSISTANCE.**

**THANK YOU FOR CONSIDERING
SCHETKY NORTHWEST
TO MEET YOUR TRANSPORTATION NEEDS.**



AEROTECH

SPECIFICATIONS

A member of the Eldorado "Aero" product line, the AeroTech has a reputation for dependability and long lasting service. The AeroTech's rustproof composite fiberglass body produces a clean, modern look that holds up through time and the toughest of environments.

Legendary Reliability.

- Steel-reinforced composite body absorbs significant shock, minimizes damage, and improves safety in the event of an accident
- A multitude of floorplans, safety and accessibility options make the AeroTech a favorite for all users.
- From modular wiring systems, and easy-to-clean finishes to antimicrobial fabrics, we strive to find every possible way to ease your maintenance workload
- Eldorado's ISO9000 quality program ensures 300 components are cycle and function tested before we ship your bus
- Exceeds FMVSS220, FMVSS214, and 7 year/200,000 mile Altoona durability requirements and more

*Varies based on your state and the options selected. *Photo shown with optional equipment.



STANDARD CHASSIS EQUIPMENT

	FORD	GM
Engine	6.2L Gas 6.8L Gas	6.0L Gas
Transmission	Electronic 6-Speed Auto	Electronic 6-Speed Auto
Fuel Tank	40 Gallon 55 Gallon	33 Gallon 57 Gallon
Brakes	Power w/4 wheel antilock	Power w/4 wheel antilock
Alternator	225 Amp. 240 Amp. (6.2L Only)	220 Amp.

STANDARD BODY EQUIPMENT

- Grey Floor Rubber
- Driver & Entry Door Stanchion w/ Modesty Panel
- EP4 Electrical System
- 3/4" Plywood Flooring
- LED Interior Dome lights
- LED Stop/Tail/Turn/Backup Lights
- Tinted 41" Solid Glass Windows
- Rear-View Flat/Convex Mirrors
- Commercial Seats
- Floor Seat Track
- Fiberglass Molded Front and Rear Caps

POPULAR OPTIONS

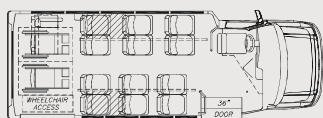
- Front or Rear Lifts
- 3/4" Marine-Grade Plywood Floor
- AM/FM/BT(Bluetooth) Radio
- Backup Alarm
- Backup Camera
- Battery Compartment
- Colored Flooring
- Interior Mirrors
- Egress Windows
- Rear Heater
- Rear In-Wall A/C
- Rear Luggage Wall
- Reverse Backup Sensors
- Roof Escape Hatch
- Spare Tire
- Stainless Steel Wheel Covers
- Tinted T-Slide Windows

SPECIFICATIONS

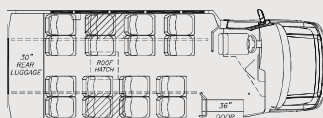
MODEL	200	220	240	250
Maximum Passenger Capacity	17	21	25	29
Maximum Seating Rows	4	5	6	7
Interior Height 6" from Sidewall	75"	75"	75"	75"
Interior Height at Center Aisle	79"	79"	79"	79"
	74" Raised Floor	74" Raised Floor	74" Raised Floor	74" Raised Floor
Interior Width	96"	96"	96"	96"
Entrance Door	30"	30"	30"	30"
Overall Height	115"	115"	115"	115"
Overall Length with Bumper	259"/266"	278"	296"/304"	301"
Overall Width with No Mirrors	96"	96"	96"	96"
Wheelbase Ford	138"/158"	158"/176"	176"/186"	186"
Wheelbase GM	139"/159"	159"/177"	177"/182"	182"
GVWR	11,500 12,300	12,300 12,500 14,500	14,200 14,500	14,200 14,500

*Varies based on state and option selected. **Various passenger/wheelchair configurations available.

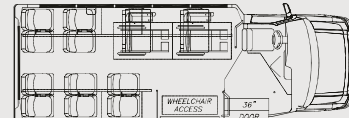
POPULAR FLOOR PLANS



AeroTech 220
12 & 2 with Rear Lift



AeroTech 220
16 Passenger with Rear Luggage



AeroTech 220
10 & 2 with Front Lift



AeroTech 240
16 & 2 with Rear Lift



AeroTech 240
11 & 3 with Front Lift

Due to ongoing engineering improvements, Eldorado reserves the right to make changes without notification.

MOR-RYDE RUBBER SHACKLE ("RS") SUSPENSION SYSTEM

The "Airless" Suspension System



- Unique rubber shear springs isolate and absorb road shock
- No air lines or compressors - works in conjunction with the existing leaf spring suspension system
- Provides approximately 4-inches of suspension travel
- Smoother ride/towing than conventional leaf springs
- Made in the USA





STARCRAFT BUS MODELS APPROVED FOR FEDERAL FUNDING

<u>MODEL</u>	<u>CATEGORY</u>	<u>TEST DOCUMENTS</u>
ALLSTAR FORD 96" WIDE	7 YEAR	ALTOONA TEST 0518
ALLSTAR GM DIESEL 96" WIDE	7 YEAR	FTA LETTER W- SC TEST 0518 & ELKHART COACH TEST 1111
ALLSTAR 96" WIDE	5 YEAR	ALTOONA TEST 9814
STARLITE 84" WIDE	5 YEAR	LETTER FROM FTA (INCLUDE TEST 9814)
ALLSTAR XL – INTERNATIONAL UC 19,500	7 YEAR	LETTER FROM FTA (INCLUDE STARCRAFT TEST 0815 & I.C. BUS TEST PTI-BT-R1113)
ALLSTAR XL – INTERNATIONAL TC 27,500	10 YEAR	LETTER FROM FTA (INCLUDE STARCRAFT TEST 0815 & IC TEST 0919)
ALLSTAR XL – FORD F550	7 YEAR	LETTER FROM FTA (INCLUDE STARCRAFT TEST 0815 & ELDORADO TEST 1103)
ALLSTAR CNG – Approximately 28 GGE	7 YEAR	LETTER FROM FTA, PARTIAL SC TEST 0909
ALLSTAR W-FRP SKIN	7 YEAR	LETTER FROM FTA & SC TEST 0518

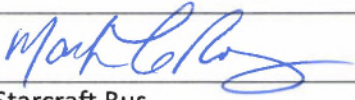
As of 4/10/13

ATTACHMENT B-2

State of Oregon

"Buy America"

The Proposer hereby certifies that it will comply with the requirements of Section 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date:	January 14, 2015
Signature:	
Company Name:	Starcraft Bus
Title:	Government Bid Manager

The Proposer will also provide a detailed list of all the major components and subassemblies (see list below) of the vehicle and the calculated percentage for each item of total manufacturer's cost that was made in the United States. The Proposer will make available to the Contracting Officer, upon request, any and all costs and other documentation to support this listing in order to comply with 49 C.F.R. Part 661. The list of items is as follows:

Engines, transmissions, front axle assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, interior trim, flooring, floor coverings, fire hoses, and wheelchair assemblies.

The manufacturer's information must also include: The proposed final assembly location;
A list of activities that will take place during final assembly; and
The proposed total cost of final assembly.

This list will be requested at least two times during the procurement process: (1) Prior to award of the contract; and, (2) within thirty (30) days following the manufacturer's assembly of the first vehicle awarded in the base contract. Subsequent post-delivery "Buy America" audit listings for the contract options will be provided by the proposer awarded the contract, if requested.

ATTACHMENT B-3

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

"Buy America"

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.


Date:
Signature:
Company Name:
Title:

ATTACHMENT B-4
PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

The Proposer hereby certifies that the vehicles to be provided:

- Starlite
- Allstar
- Allstar XL

From **Starcraft Bus**, are the same products described in the solicitation specifications and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Signature: 
Typed Name: Mark LeRoy
Title: Government Bid Manager
Company: Starcraft Bus
Date: January 14, 2015

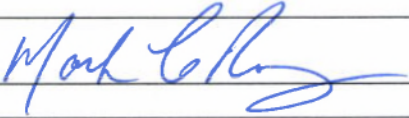
ATTACHMENT B-5

PRE-AWARD FMVSS CERTIFICATION

The Proposer hereby certifies that the vehicles to be provided:

- Starlite
- Allstar
- Allstar XL

will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, part 571 and that it has submitted the manufacturer's self-certification information with the bid.

Signature:	
Typed Name:	Mark LeRoy
Title:	Government Bid Manager
Company:	Starcraft Bus
Date:	January 14, 2015

ATTACHMENT B-6

1.1.6.6 CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

The undersigned certifies that the vehicles offered in this procurement comply and will, when according to the delivered, comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 indicated one of the following three alternatives.

(Mark one and only one of the two blank spaces with an "X")

1. The buses offered herewith have been tested in accordance with 49 CFR Part 665 on Feb. 2006 & May 2009 (Date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. The manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: January 14, 2015

Signature: 

Company Name: Starcraft Bus

Title: Government Bid Manager

ATTACHMENT B-7

Certification for Contracts, Grants, Loans, and Cooperative Agreements


(To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by Government-wide Guidance for New Restrictions on Lobbying 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, STARCRRAFT BUS certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	Mark LeRoy, Government Bid Manager
Date:	January 14, 2015

ATTACHMENT B-8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(Non-Procurement)

49 C.F.R. Part 29

Executive Order 12549 Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Oregon may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the state of Oregon if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier, covered transaction, participant, persons, lower tier covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact the Sole point of contact for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the state of Oregon.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause title —Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the state of Oregon may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction ”

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

Signature of Contractor's Authorized Official: _____



Name and Title of Contractor's Authorized Official: Mark LeRoy, Government Bid Manager

Date: January 14, 2015

Disadvantaged Business Enterprises (DBE) Transit Vehicle Manufacture's (TVM) Certification

The proposer, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR part 26.49 by submitting a DBE/WBE Goal to the Federal Transit Administration (FTA) based on the principles in 49 CFR 26.45.

Date: January 14, 2015

Company Name: Starcraft Bus

Name of Authorized Company Representative: Mark LeRoy

Title: Government Bid Manager

Signature: 

The proposer, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR part 26.

Date: _____

Company Name: _____

Name of Authorized Company Representative: _____

Title: _____

Signature: _____

FMVSS/CMVSS Compliance Summary 2016-2017**Commercial Only**

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Starcraft does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the frame stretched, or have had other system modifications. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Starcraft does not alter OEM lighting. Additional lighting to include brake, turn, clearance and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Starcraft does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Starcraft meet this standard and DOT regulations. Data on file.
112	Headlamp Concealment Devices	Starcraft does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Starcraft does not alter brake systems. Vehicles with stretched frames have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Starcraft does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Starcraft that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Starcraft are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	All vehicles applicable to the standard (under 10,000 lbs.) do not have alterations made that affect the compliance to this standard. Compliance is deferred to the chassis manufacturer.
202	Head Restraints	All vehicles applicable to the standard (under 10,000 lbs.) have seating installed that meets this standard. Compliance is deferred to the chassis manufacturer.

FMVSS/CMVSS Compliance Summary 2016-2017**Commercial Only**

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	All vehicles manufactured by Starcraft (non-buses) that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by Starcraft meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
213	Child Restraint Systems	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Starcraft does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less
216	Roof Crush Resistance	Starcraft does not manufacture vehicles that are subject to this standard.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by Starcraft are not completed to be used as school buses, however, Starcraft does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by Starcraft are not completed to be used as school buses, however, Starcraft does test vehicles to meet standard.
222	School Bus Passenger Seating and Crash Protection	All vehicles manufactured by Starcraft are not completed to be used as school buses.
225	Child Restraint Anchorage Systems	Vehicles manufactured by Starcraft that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

**FMVSS/CMVSS Compliance Summary 2016-2017****Commercial Only**

The following information describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either Starcraft Bus Commercial Division, the chassis manufacturer.

302	Flammability of Interior Materials	Materials installed in the interior of Starcraft products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Starcraft does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
304	Compressed Natural Gas Fuel Container Integrity	Starcraft does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
305	Electrolyte Spillage and Electrical Shock Protection	Starcraft does not produce vehicles that use electricity as propulsion power.
403	Platform Lift System for Motor Vehicles	Starcraft does not alter the platform lift system. Starcraft install lift system in strict compliance with the manufacturers installation instructions. Starcraft meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Starcraft does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: _____

Date: 1/11/2016Title: Compliance and Development Manager



U.S. Department
Of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

November 9, 2016

Donall Hasty
Starcraft Bus/StarTrans Bus
DBE Liaison Officer
2367 Century Drive
Goshen, IN 46525

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2017

Dear Mr. Hasty:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Starcraft/StarTrans Bus' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2017 for the period of October 1, 2016–September 30, 2017. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2017 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2017 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2016. This report should reflect all FTA-funded contracting activity for the second period of FY 2016 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2018 DBE goal methodology must be submitted to FTA by August 1, 2017. Any updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at FTATVMSubmissions@dot.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John Day".

John Day
Program Manager for Policy and Technical Assistance
Office of Civil Rights