

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

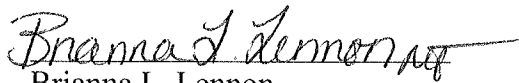
Term. 20 19


In the County Commission of said county, on the 26th day of March 20 19
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby proclaim April 2, 2019 as National Service Recognition Day.

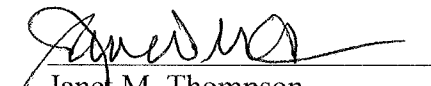
Done this 26th day of March 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING APRIL 2, 2019 AS NATIONAL SERVICE RECOGNITION DAY

- WHEREAS,** service to others is a hallmark of the American character and central to how we meet challenges; and
- WHEREAS,** the nation's elected leaders are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and
- WHEREAS,** AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, to fighting the opioid epidemic, to responding to natural disasters, to supporting veterans and military families; and
- WHEREAS,** national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and
- WHEREAS,** AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and
- WHEREAS,** national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and
- WHEREAS,** national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and
- WHEREAS,** national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and
- WHEREAS,** the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on April 2, 2019.
- THEREFORE,** The Boone County Commission does hereby proclaim April 2, 2019, as National Service Recognition Day, and encourages residents to recognize the positive impact of national service in our community; to thank those who serve; and to find ways to give back to their communities.

IN TESTIMONY WHEREOF, this 26th day of March, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

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STATE OF MISSOURI }
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March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of March 20 19
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to increase funds for the Home Detention Program.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1210	3524	Circuit Court	Home Detention Per Diem		17,850
1210	71600	Circuit Court	Equipment Lease & Meter		17,850
					35,700

Done this 26th day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

12/31/2018

EFFECTIVE DATE

RECEIVED

FEB 26 2019

FOR AUDITORS USE


(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name		
1210	3524	Circuit Court	Home Detention Per Diem		17,850
1210	71600	Circuit Court	Equipment Lease & Meter		17,850
				-	35,700

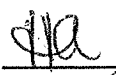
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):


Since we are short in our 71600 account, and this revenue account is over budget, we are moving monies to cover this deficit. This is for the November and December expenses.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- | | |
|--|--|
| <input type="checkbox"/> A fund-solvency schedule is attached. | <input checked="" type="checkbox"/> Agenda |
| <input checked="" type="checkbox"/> Comments: INCREASE BUDGET HOME DETENTION | <input type="checkbox"/> Auditor |


Auditor's Office


PRESIDING COMMISSIONER

Absent

DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing

SUBLSCR	BOONE	SUBSIDIARY LEDGER INQUIRY MAIN SCREEN	2/25/19	11:24:03
Year	<u>2018</u>		Original Appropriation	<u>103,751.00</u>
Dept	<u>1210</u>	CIRCUIT COURT SERVICES	Revisions	
Acct	<u>71600</u>	<u>EQUIP LEASES & METER CHRG</u>	Original + Revisions	<u>103,751.00</u>
Fund	<u>100</u>	<u>GENERAL FUND</u>	Expenditures	<u>120,913.62</u>
			Encumbrances	
Class/Account	<u>A</u>	<u>ACCOUNT</u>	Actual To Date	<u>120,913.62</u>
Account Type	<u>E</u>	<u>EXPENSE</u>	Remaining Balance	<u>17,162.62-</u>
Normal Balance	<u>D</u>	<u>DEBIT</u>	Shadow Balance	<u>17,162.62-</u>

Expenditures by Period

January	<u>4.95</u>	July	<u>9,951.02</u>
February	<u>11,465.47</u>	August	<u>10,796.88</u>
March	<u>9,407.54</u>	September	<u>9,951.63</u>
April	<u>10,093.78</u>	October	<u>8,543.14</u>
May	<u>10,927.56</u>	November	<u>9,796.26</u>
June	<u>11,044.89</u>	December	<u>18,930.50</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

13th Judicial Circuit Court
2018 Budget As Of 02/22/2019
Department 1210 - Circuit Court
Class 7 - Contractual Services

Category	Budgeted	Encumbered	Expended	Remaining
70050 - SOFTWARE SERVICE CONTRACT	\$3,120.00	\$0.00	\$2,516.00	\$604.00
71100 - OUTSIDE SERVICES	\$1,650.00	\$0.00	\$1,320.09	\$329.91
71101 - PROFESSIONAL SERVICES	\$127,000.00	\$0.00	\$128,568.04	(\$1,568.04)
71500 - BUILDING USE/RENT CHARGE	\$0.00	\$0.00	\$0.00	\$0.00
71600 - EQUIP LEASES & METER CHRG	\$121,601.00	\$0.00	\$120,913.62	\$687.38
Total	\$253,371.00	\$0.00	\$253,317.75	\$53.25
Budget Class	\$17,850.00	\$0.00	\$253,317.75	(\$235,467.75)

Year	2018	Original Appropriation	235,521.00
Dept	1210 CIRCUIT COURT SERVICES	Revisions	
Acct	70000 CONTRACTUAL SERVICES	Original + Revisions	235,521.00
Fund	100 GENERAL FUND	Expenditures	253,317.75
		Encumbrances	
Class/Account	C CLASS	Actual To Date	253,317.75
Account Type	E EXPENSE	Remaining Balance	17,796.75-
Normal Balance	D DEBIT	Shadow Balance	17,796.75-

Expenditures by Period

January	4.95	July	41,765.07
February	11,965.47	August	11,067.36
March	11,923.54	September	9,951.63
April	41,917.19	October	41,026.46
May	11,339.17	November	9,796.26
June	11,044.89	December	51,515.76

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

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STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

26th

day of

March

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Acceptance of the Mid-Missouri Regional Planning Commission Grant.

Done this 26th day of March 2019.

ATTEST:

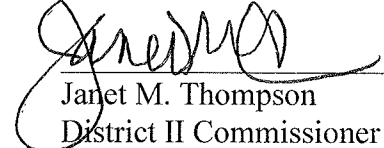
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



BOONE COUNTY

Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

Tom Hurley

Deputy Director

DATE: March 20, 2019

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Tom Hurley, Emergency Management Deputy Director

SUBJECT: Acceptance of Mid-Missouri Regional Planning Commission Grant

Enclosed are two 2018 Homeland Security Grant Program (HSGP) sub-grant award letters. These letters illustrate the award to Boone County for the purchase of Satellite Phone and Cradle Point (IST Trailer) equipment service as well as additional batteries for our cache of portable radios . Each of these service items will meet functionality established by the Region F Homeland Security Oversight Committee (RHSOC) and are intended for use across the region or state during times of disaster; the units purchased with these grant funds will become the property of Boone County.

There is no County match for these funds, all funds for the purchase of these resources included in the grant.

Mid-Missouri Regional Planning is the grant awardee and funds will be disbursed to them to provide the above resources to Boone County, the sub-awardee for this grant. Mid-Missouri Regional Planning has been an advocate and a strong partner for Boone County and we look forward to working with them for this project.



Mid-Missouri Regional Planning Commission
SUBAWARD AGREEMENT

DATE
01/31/2019

FEDERAL IDENTIFICATION NUMBER 43-0000349	OHS CONTROL NUMBER 18-N
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SUBRECIPIENT NAME Boone County Emergency Management	DUNS NUMBER 073755977
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ADDRESS
2145 E County Drive

CITY Columbia	STATE MO	ZIP CODE 65201
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TOTAL AMOUNT OF THE FEDERAL AWARD 6850.60	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION 6850.60
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TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT 6850.60	TOTAL APPROVED COST SHARING OR MATCHING 6850.60
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PROJECT PERIOD FROM 09/01/2018-	PROJECT PERIOD TO 08/31/2020	FEDERAL AWARD DATE 09/01/2018
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PROJECT TITLE IST Trailer Boone County SHSP Region F	FUNDED BY
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FEDERAL AWARDDING AGENCY FEMA / DHS	PASS THROUGH ENTITY Missouri OHS / Mid-MO regional planning commission	IS THIS AWARD R&D YES NO	INDIRECT COST RATE YES NO AMOUNT
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CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement
--	--

CONTACT INFORMATION

Pass Through Entity Contact		Recipient Project Contact	
NAME Sierra Thomas	E-MAIL ADDRESS Sierra.thomas@midmorpc.org	NAME Tom Hurley	ADDRESS (If different from above)
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
AWARDING OFFICER David Bock, Executive Director		TELEPHONE 573-554-7909	E-MAIL ADDRESS thurley@boonecountymo.org

SUMMARY DESCRIPTION OF PROJECT
 Sustain and strengthen the resiliency of operations communications and ensures redundancy for enhanced public safety. This aligns with the THIRA in terms of communication and interoperability across functional response and recovery areas

RECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF OHS OFFICIAL David Bock	TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Dan Atwill
SIGNATURE OF APPROVING OHS OFFICIAL 	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL
DATE 3-18-19	DATE 3-26-19

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

AWARD NUMBER

EMW-2018-SS-00044-07-20Boone County Emergency

DATE

SUBAWARD AGREEMENT

Boone County Emergency Management

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AWARD NUMBER EMW-2018-SS-00044-07-20 Boone County Emergency	DATE
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Buy American Hire American

All subrecipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III – Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.,

Article IV Whistleblower Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article V Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VII – Universal Identifier and System of Award Management (SAM)

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII – Reporting of Matters Related to Recipient Integrity and Performance

AWARD NUMBER EMW-2018-SS-00044-07-20 Boone County Emergency	DATE
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SUBAWARD AGREEMENT

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If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IX – Rehabilitation act of 1973

All sub recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X – Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI – Terrorist Financing

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

Article XII – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII – Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the terms and conditions of your award.

Article XIV – Debarment and Suspension

All subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XV - Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless, the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

AWARD NUMBER EMW-2018-SS-00044-07-20 Boone County Emergency	DATE
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Article XVI – Title VI of the Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVII – Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XVIII – Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XIX – Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XX - Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXI – Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXXII – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Certain assurances in these documents may not be applicable to your program, and the DHS/OHS may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by OHS.

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT****Article XXIII – Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXV - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXVI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence 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 any Federal action concerning the award or renewal.

Article XXIX- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT**

translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XXXI- Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXII – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3 (a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXIII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXXV - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT****Article XXXVI – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XXXVIII - Drug-Free Workplace Regulations

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001. You as the subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXXIX - Civil Rights Act of 1968

All subrecipients must comply with the requirements of Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with the applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.

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4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services that the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

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8. It is understood and agreed upon that, notwithstanding the notice requirement expressed in Article XXXVII, Paragraph 7, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, the subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. To request prior written approval from OHS as required by 2 C.F.R. § 200.308 prior to making any change to the OHS approved budget for this award. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from OHS where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget OHS last approved. You must report any deviations from your OHS approved budget in the first status report you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
12. To submit Grant Status Reports to OHS by the due dates of June 10 and December 10 throughout the grant period, which must include the status updates of the milestones achieved. Grant Final Reports are due to OHS within 45 days after the end of the project period.
13. To request prior written approval from OHS prior to making a purchase for any budget line marked as controlled equipment and agrees to follow all requirements of the Grant Programs Directorate Information Bulletin No. 407.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. Subrecipient will participate in quarterly grant status meetings, scheduled by the OHS, throughout the grant period of performance.
16. If the subrecipient is a pass through agency, copies of signed subaward contracts are due to the OHS within 90 days of the date of this award.
17. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP require submission and approval of an updated EHP form.
18. The purchase of any generator requires prior approval from the OHS. Documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
19. Purchases from a single feasible source must have prior approval from the OHS.

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Special Conditions

Article XLII Special Conditions



Mid-Missouri Regional Planning Commission
SUBAWARD AGREEMENT

DATE 01/31/2019	
FEDERAL IDENTIFICATION NUMBER 43-6000349	OHS CONTROL NUMBER 18-M
DUNS NUMBER 073755977	

SUBRECIPIENT NAME Boone County Emergency Management			
ADDRESS 2145 E County Drive			
CITY Columbia	STATE MO	ZIP CODE 65201	
TOTAL AMOUNT OF THE FEDERAL AWARD 3780.00	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION 3780.00		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT 3780.00	TOTAL APPROVED COST SHARING OR MATCHING 3780.00		
PROJECT PERIOD FROM 09/01/2018-	PROJECT PERIOD TO 08/31/2020	FEDERAL AWARD DATE 09/01/2018	
PROJECT TITLE Radio Battery Project Boone County SHSP Region F		FUNDED BY	
FEDERAL AWARDDING AGENCY FEMA / DHS	PASS THROUGH ENTITY Missouri OHS / Mid-MO regional planning commission	IS THIS AWARD R&D YES NO	INDIRECT COST RATE YES NO AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement		

CONTACT INFORMATION

Pass Through Entity Contact		Recipient Project Contact	
NAME Sierra Thomas		NAME Tom Hurley	
E-MAIL ADDRESS Sierra.thomas@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
AWARDING OFFICER David Bock, Executive Director		TELEPHONE 573-554-7909	E-MAIL ADDRESS thurley@boonecountymo.org

SUMMARY DESCRIPTION OF PROJECT
 Sustain and strengthen the resiliency of operations communications and ensures redundancy for enhanced public safety. Radios are currently used by Missouri Task Force One as needed for deployments across the state of Missouri. An identified shortcoming inherent to each radio is the battery capacity, currently a single battery does not last an entire operational period resulting a diminished service to citizens of Boone County and Missouri; additionally,

RECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF OHS OFFICIAL David Bock		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Dan Atwill	
SIGNATURE OF APPROVING OHS OFFICIAL 	DATE 3-19-19	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 3-26-19

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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Boone County Emergency Management Management

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Article I – Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Buy American Hire American

All subrecipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III – Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.,

Article IV Whistleblower Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article V Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VII – Universal Identifier and System of Award Management (SAM)

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII – Reporting of Matters Related to Recipient Integrity and Performance

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If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IX – Rehabilitation act of 1973

All sub recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X – Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI – Terrorist Financing

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of sub recipients to ensure compliance with the E.O. and laws.

Article XII – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII – Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the terms and conditions of your award.

Article XIV – Debarment and Suspension

All subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XV - Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless, the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

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Article XVI – Title VI of the Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVII – Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XVIII – Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XIX – Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XX - Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXI – Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXXII – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Certain assurances in these documents may not be applicable to your program, and the DHS/OHS may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by OHS.

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT****Article XXIII – Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXV - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXVI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence 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 any Federal action concerning the award or renewal.

Article XXIX- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

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translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XXXI- Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXII – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3 (a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXIII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXXV - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

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Article XXXVI – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XXXVIII - Drug-Free Workplace Regulations

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001. You as the subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXXIX - Civil Rights Act of 1968

All subrecipients must comply with the requirements of Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with the applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT**

4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services that the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

AWARD NUMBER

WW-2018-SS-00044-07-21 Boone County Emergency

DATE

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

8. It is understood and agreed upon that, notwithstanding the notice requirement expressed in Article XXXVII, Paragraph 7, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, the subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. To request prior written approval from OHS as required by 2 C.F.R. § 200.308 prior to making any change to the OHS approved budget for this award. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from OHS where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget OHS last approved. You must report any deviations from your OHS approved budget in the first status report you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
12. To submit Grant Status Reports to OHS by the due dates of June 10 and December 10 throughout the grant period, which must include the status updates of the milestones achieved. Grant Final Reports are due to OHS within 45 days after the end of the project period.
13. To request prior written approval from OHS prior to making a purchase for any budget line marked as controlled equipment and agrees to follow all requirements of the Grant Programs Directorate Information Bulletin No. 407.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. Subrecipient will participate in quarterly grant status meetings, scheduled by the OHS, throughout the grant period of performance.
16. If the subrecipient is a pass through agency, copies of signed subaward contracts are due to the OHS within 90 days of the date of this award.
17. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP require submission and approval of an updated EHP form.
18. The purchase of any generator requires prior approval from the OHS. Documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
19. Purchases from a single feasible source must have prior approval from the OHS.

AWARD NUMBER

DATE

EMW-2018-SS-00044-07-21 Boone County Emergency

SUBAWARD AGREEMENT

Special Conditions

Article XLII Special Conditions

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

26th

day of

March

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby rescind Commission Order 531-2018, Disposal of one (1) 2011 Ford E-350 Van, returning the vehicle to service with the Boone County Sheriff's Department Transport Unit.

Done this 26th day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE COMMUNICATION

DATE: March 5, 2019

TO: Commissioner Atwill, Commissioner Thompson, Commissioner Perry

FROM: Capt. Gary German

RE: Commission Order 531-2018 Disposal 2011 Ford E-350 van

The Sheriff's Department requests that Commission Order 531-2018 be rescinded and the 2011 Ford E-350 van with the prisoner transport insert be returned to service in the Transport Unit. Commission Order 570-2018 was for the approval to purchase one 2019 Ford Transit 350, 15-passenger van. As Sheriff Carey relayed to the County Commission during the request for the 2019 Ford Transit 350 (Commission Order 570-2108) the department would instead remove another higher mileage transport van from service once the new van is placed into service. Detention Branch staff utilize the secure transport vehicle for high risk detainees or those detainees that for safety reasons must be kept separate. This is the only vehicle set up for such transports within the Transport Unit.

We request the County Commission rescind Commission Order 531-2018, thus returning the 2011 Ford E-350 van to service with the BCSD Transport Unit.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 26th day of March 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract # 18-30MAR19C – Sign with Installation: “Boone County Public Safety Campus”, with Columbia Sign Services, Inc. of Columbia, Missouri.

Terms of the contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26th day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 18, 2019
RE: Purchase Agreement: 18-30MAR19C – Sign with Installation: “Boone County Public Safety Campus”

Attached for signature is contract # 18-30MAR19C for a sign with installation: “Boone County Public Safety Campus”. Sign will be purchased from Columbia Sign Service, Inc. of Columbia, Missouri for \$5,964.02.

Invoice will be paid from department 4100 – ECC Facility Construction Project, account 91100 – Furniture and Fixtures. The overall furniture & fixtures budget was \$500,000, and there is over \$58,000 remaining.

cc: Contract File

**PURCHASE AGREEMENT
FOR
Sign with Installation**

THIS AGREEMENT dated the 26th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Sign Service, Inc.**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Sign With Installation**, County of Boone contract number **18-30MAR19C**, Work Authorization Certification, Insurance Requirements, Columbia Sign Service attached artwork, and Standard Contract Terms and Conditions – Boone County, Missouri. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with quote/artwork response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Terms and Conditions shall prevail and control over the Contractor's quote response.

2. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following sign for a total contract price of Five Thousand Nine Hundred Sixty Four Dollars and Two Cents (\$5,964.02):

Supply and install one (1) Post and Panel sign system with flush face, H 36" x L 120" x D 4". With two (2) 4" square posts with caps. As per approved artwork and color match. "BOONE COUNTY PUBLIC SAFETY CAMPUS" will be routed and stud mount on to panel face. As per approved artwork.

3. Delivery – For furnishing delivery and installation, contractor agrees to deliver and install the signage as stated above to the Boone County Joint Communications Department **within four (4) weeks** after receipt of order. All deliveries will be FOB destination.

4. OSHA Program Requirements – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and **certify compliance by affidavit at the conclusion of the project.**

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Auditor, Attn: Heather Action, 801 E. Walnut Street, Room 304, Columbia, MO 65201**. Billings may only include the prices listed within this Purchase Agreement. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges stated within. The County agrees to

pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

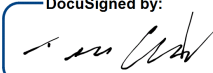
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

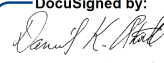
COLUMBIA SIGN SERVICE, INC.

DocuSigned by:
by 
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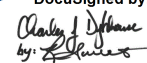
title Management

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

58E0A0DBB0AC445...
County Counselor

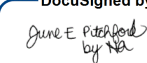
ATTEST:

DocuSigned by:

7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:

EB91DB24AAAC49D...
Signature

3/19/2019

Date

4100-91100 / \$5,964.02

Appropriation Account

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Commission Order # _____

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



COLUSIG-01

MSPENCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIG Advisors-CoI 200 East Southampton Drive Columbia, MO 65203	CONTACT NAME: Marissa Spencer	
	PHONE (A/C, No, Ext): (573) 875-4800	FAX (A/C, No): (573) 875-4514
	E-MAIL ADDRESS: mspencer@tigadvisors.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Fire & Casualty Company	
	INSURER B: Missouri Employers Mutual Insurance Company	
INSURED Columbia Sign Service, Inc. 3016 David Drive Columbia, MO 65201	NAIC #	
	13021	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	60331089	1/25/2019	1/25/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS - COMP/OP AGG	\$ 2,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60331089	1/25/2019	1/25/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		60331089	1/25/2019	1/25/2020	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	MEM 0509341-16	1/25/2019	1/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket additional insured (owners, lessees or contractors) on general liability when required in written contract but only to the extent provided by policy form CG7201
 A 30 day notice of cancellation (except 10 days for non-payment) applies on the General Liability, Automobile Liability, Umbrella Liability but only to the extent provided by policy form UW1730.

CERTIFICATE HOLDER

CANCELLATION

County of Boone, Missouri c/o Purchasing Department 613 E. Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
State of MO)

My name is Kem Craghead. I am an authorized agent of Columbia Sign Service

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Kem L. Craghead 3-15-19

Affiant Date

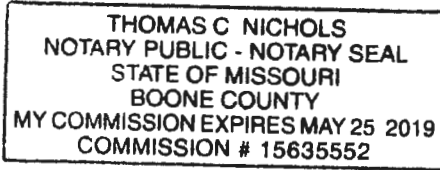
Kem L. Craghead

Printed Name

Subscribed and sworn to before me this 15th day of March 2019.

Thomas C. Nichols

Notary Public



Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.



Company ID Number: 1390006

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Columbia Sign Service (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1390006

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1390006

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Columbia Sign Service
Company Facility Address	3016 David Dr Columbia, MO 65202
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	431194865
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number: 1390006

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

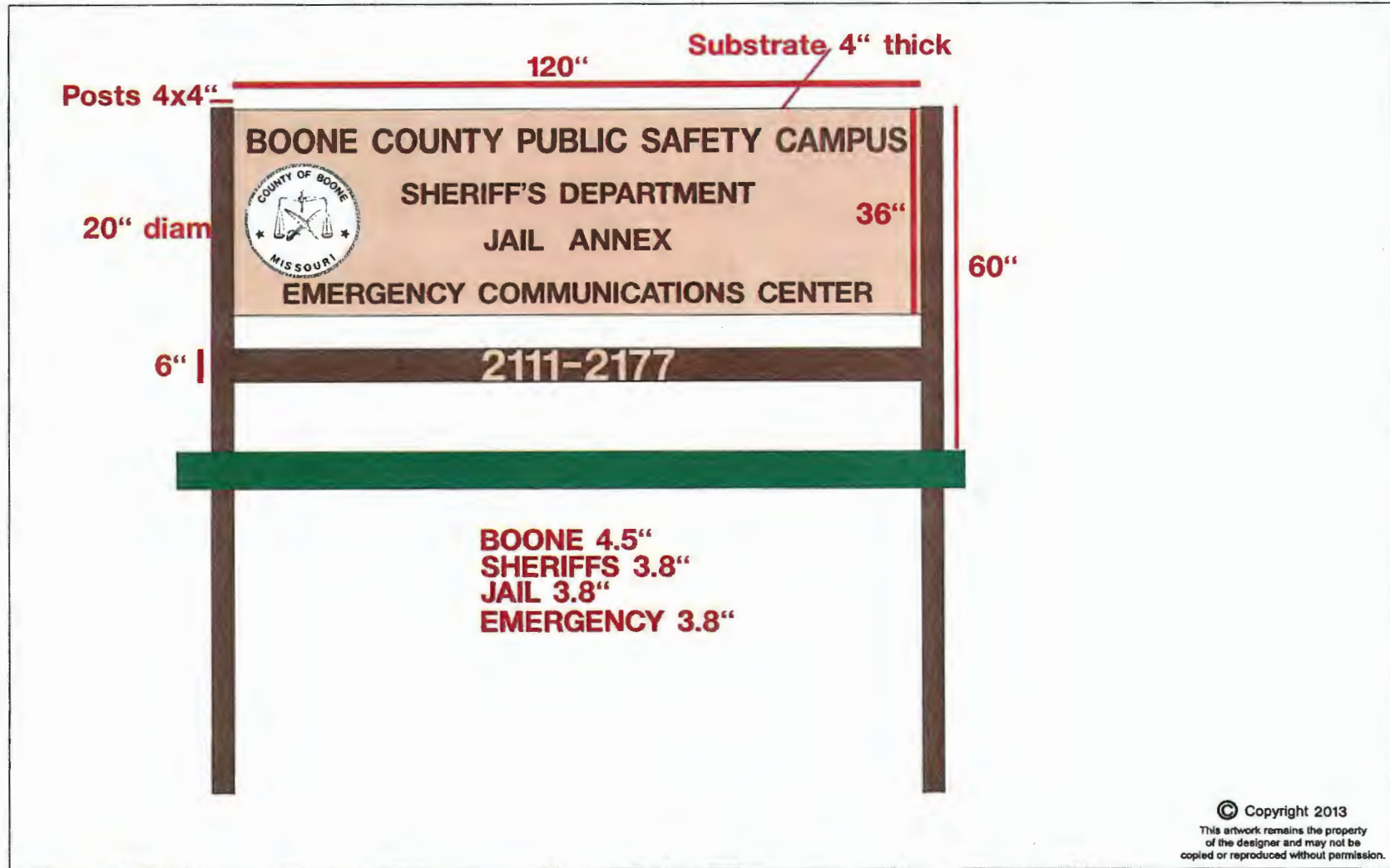


Company ID Number: 1390006

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kem L Craghead
Phone Number (573) 474 - 8700
Fax Number (573) 474 - 8708
Email Address kem@columbiasignservice.com

Name Trevor R Craghead
Phone Number (573) 474 - 8700
Fax Number (573) 474 - 8709
Email Address trevor@columbiasignservice.com



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of the designer and may not be
copied or reproduced without permission.



columbia sign service, inc.

3016 David Drive Columbia, Missouri 65202

Phone: 573.474.8700 Fax: 573.474.8708 E-mail: vehicleandmailsigns@columbiasignservice.com

Project:

Scale: NO SCALE

Drawn By: Carrie Vaughn

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of _____)
)ss
State of _____)

My name is _____ . I am an authorized agent of _____
_____ (Company). I am aware of the requirements for OSHA training set out in §292.675
Revised Statutes of Missouri for those working on public works. All requirements of said statute have been
fully satisfied and there has been no exception to the full and complete compliance with said provisions relating
to the required OSHA training for all those who performed services on this public works contract for Boone
County, Missouri.

NAME OF PROJECT: _____

Affiant Date

Printed Name

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

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of March 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the Sourcewell (JNPA) Cooperative Contract 120617-CMM to purchase one (1) Generator: Spark Ignited Genset from Cummins Sales & Service of Kansas City, Missouri.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26th day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPPO, CPPB
DATE: March 11, 2019
RE: Cooperative Contract: 120617-CMM – Generator for Joint Communications

Joint Communications requests permission to utilize the Sourcewell (NJPA) cooperative contract *120617-CMM* to purchase one (1) Generator: Spark Ignited Genset from Cummins Sales & Service of Kansas City, MO.

Total cost of contract is \$30,075 and will be paid from department 2706 – Radio Network Improvements, accounts 91300 – Machinery & Equipment. \$32,000 was budgeted.

cc: Chad Martin, Pat Schreiner, Dave Dunford, Joint Communications
Contract File

**PURCHASE AGREEMENT
FOR
Generator for Boone County Joint Communications**

THIS AGREEMENT dated the 26th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummins, Inc.**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) **Generator: Spark Ignited Genset: 60Hz-125kW, Cummins Sales and Service** quote dated July 31, 2018, the Sourcewell (NJPA) cooperative contract **120617-CMM** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell (NJPA) cooperative contract **120617-CMM** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) **Generator: Spark Ignited Genset: 60Hz-125kW** as detailed in the attached quote for \$30,075.00.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 112 days after receipt of order. Delivery shall be to the Base of the Radio Tower, Boone County Public Works, 780 E. Highway 124, Hallsville, MO 65255.

4. **Warranty** – Manufacturer's standard two-year warranty included.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications, Attn: Pat Schreiner, 2145 E. County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

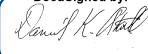
CUMMINS, INC

By  _____
DocuSigned by:
Terry Milam / Cummins
BDAB07E47F8D480...

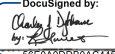
Title Senior Sale Representative

BOONE COUNTY, MISSOURI

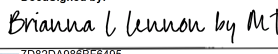
By: Boone County Commission

 _____
DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

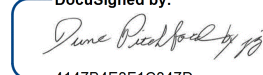
APPROVED AS TO FORM:

 _____
DocuSigned by:
County Counselor
68E0A0DD80A5445...
County Counselor

ATTEST:

 _____
DocuSigned by:
Brianna L. Lennon by MT
7DB2DA9888E6405...
County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____ <small>DocuSigned by: Purne Riedford by pj 4447B4E3F1C847D...</small>	03/18/2019	2706/91300 - \$30,075.00
Signature	Date	Appropriation Account



Quotation

Cummins Sales and Service
8201 NE Parvin Road
Kansas City MO 64161 United States
Direct: 816-414-8200
July 31, 2018

Project Name: Boone County Emergency Communications

Quotation: 446900000035189

NJPA National Joint Powers Alliance
 Contract # 120617
 Category: Energy Solution
 Maturity Date: 1/29/2022

Thank you for your inquiry. We are pleased to quote as follows: Delivery to Jobsite in a Van Trailer is included in the quoted price. Offloading and secondary gas regulator is the responsibility of the contractor. Sound attenuation is available for an additional \$2,500. Five year comprehensive warranty is available for \$2,920. Standard warranty is 2 years. No ATS is included in this quote.

USD

Item	Description	Qty
	Spark Ignited Genset: 60Hz-125kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C125 N6	Spark Ignited Genset: 60Hz-125kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L224-2	IBC Seismic Certification	1
L225-2	OSHPD Seismic Certification	1
L155-2	Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60	1
C002-2	Fuel System-Natural Gas	1
F216-2	Enclosure-Aluminum,Weather Protective,w/Exh System	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
BB88-2	Alternator-60Hz,Reconnect,Full Ouput,120C,40C amb,IMS	1
H703-2	Generator Set Control-PowerCommand 2.3	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
H609-2	Control Mounting-Left Facing	1

KV04-2	Load Connections-Dual	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KV44-2	CB, Loc A, 200A, 3P, 600VAC, 80%, UL	1
KX52-2	CB, Loc B, 125A-400A, 3P, LSI, 600VAC, 80%, UL	1
P176-2	Enclosure Color-Green, Aluminum Enclosure	1
F252-2	Enclosure - Wind Load 180MPH, ASCE7-10	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
BB89-2	Battery Charger - 6 Amp, Regulated	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E154-2	Coolant Heater, Extreme Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
H487-2	Engine Oil Heater-120 Vac, Single Phase	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1

Start up and Training with 1 hr load bank 1

Grand Total \$30,075.00

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions, and customer's Terms and Conditions, together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

QUOTE TERM; SCOPE. The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY. Equipment is quoted FOB customer's destination, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If Commercial Customer pays by credit card, 3% will be added to the final price. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time

in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge in accordance with current Cummins policy which Cummins will provide to Customer, in addition to the actual, non-recoverable costs incurred by Cummins. Written cancellation notice is required.

MANUALS. Unless otherwise stated, electronic submittals and electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

FORCE MAJEURE. Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Missouri shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. During the period in which any services are to be performed, Cummins shall maintain

in full force and effect the following insurance coverages set forth below, at its sole cost and expense: Commercial General Liability. Commercial General Liability Insurance of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate limit.

Automobile Liability. Business Auto Coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles.

Worker's Compensation. Workers' compensation, occupational diseases, and disability benefits required by statute.

Employer's Liability. Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.

Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

Intellectual Property. Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

MISCELLANEOUS CHARGES. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to

these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



Form C

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

Company Name: Cummins 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
Sec 3.34/ Pg. 10	Warranty	No exception. Please see attachment B for detailed warranty terms.	See Clarification
Sec 3.34/ Pg. 10	Additional Warrants	All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. LIMITED WARRANTY. THE REMEDIES PROVIDED IN THE WARRANTY AND THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY PROPOSER TO NJPA AND NJPA MEMBERS UNDER THIS CONTRACT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS CONTRACT, AND TO THE EXTENT PERMITTED BY LAW, PROPOSER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.	See Clarification
Sec 8.8/ Pg. 27	Indemnification	Proposer shall indemnify and hold harmless NJPA and NJPA Members, from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the negligence or willful misconduct of Proposer. LIMITATIONS ON REMEDIES. THE MAXIMUM LIABILITY, IF ANY, OF	Not Accepted - See Clarification



		<p>PROPOSER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM PROPOSER'S BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY NJPA OR THE NJPA MEMBER UNDER THIS CONTRACT WHICH SHALL BE THE SOLE REMEDY UNDER THIS CONTRACT. IN NO EVENT SHALL PROPOSER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OR THE BREACH OF THIS CONTRACT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS CONTRACT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY PROPOSER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS CONTRACT, NJPA AND ITS MEMBERS ACKNOWLEDGE THAT NJPA'S AND NJPA MEMBERS' SOLE REMEDY AGAINST PROPOSER FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE CONTRACT.</p>	
<p>Sec 8.10/ Pg. 28</p>	<p>Patent and copyright infringement</p>	<p>The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all losses arising out of any third claim that NJPA's or NJPA Member's use or possession of the articles infringes the patent, copyright, trade secret or other intellectual property right of any third party, provided that such asserted violation or infringement (a) arises at the point of transfer of ownership of the article from Vendor to NJPA or NJPA Member and (b) does not arise out of (i) changes, alterations, or modifications to the article by NJPA or NJPA Member in a manner not authorized by Vendor or (ii) drawings, specifications, or other directions to which the <u>article is required to conform</u></p>	<p>NJPA Accepts</p>
<p>Sec 6.23/ Pg. 22</p>	<p>Insurance liability limits</p>	<p>Each Occurrence limit for commercial general liability is \$1M however PRODUCTS - COMP/OP AGG is \$18M. Please see attachment A for insurance certificate.</p>	<p>NJPA Accepts</p>



Proposer's Signature: W. A. [Signature]

Date: 11/30/2017

NJPA's clarification on exceptions listed above:

Warranty and Additional Warrants- Accepted as a Warranty RFP proposal response. This response is best included in the relevant warranty related response questions.

Indemnification - Limitation of liability as it pertains to NJPA members can be negotiated in the individual contract/purchase orders with members.

Review and Approved:

[Signature] 1/23/18
NJPA Legal Department



Form D

Formal Offering of Proposal

(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

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

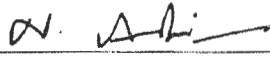
Company Name: Cummins Inc

Date: November 27 2017

Company Address: 3850 Victoria Street
Shoreview, MN 55126

Contact Person: Sriharsha (Harsha) Narravula

Title: Account Executive – National Accounts

Authorized Signature: 
(Name printed or typed)

SRIHARSHA (HARSHA) NARRAVULA

**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.)

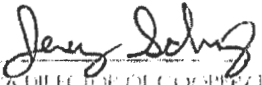
NJPA Contract #: 120617-CMM

Proposer's full legal name: Cummins 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 January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT SERVICES

CHIEF PROCUREMENT OFFICER

Jeremy Schwartz
(NJPA EMPLOYEE)

Chad Coquette
(NJPA EMPLOYEE)

Awarded on January 25, 2018


NJPA Contract # 120617-CMM

Vendor Authorized Signatures:

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

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS



DIRECTOR

SRIHARSHA NARRAVULA

(VENDOR EMPLOYEE)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM



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: Cummins Inc

Address: 3850 Victoria Street
City/State/Zip: Shoreview, MN 55126

Telephone Number: (612) 246 5136

E-mail Address: jw346@cummins.com

Authorized Signature: W. Adli

Authorized Name (printed): Sriharsha (Harsha) Narravula
Title: Account Executive – National Accounts
Date: November 30 2017

Notarized
Subscribed and sworn to before me this 30th day of November, 20 17

Notary Public in and for the County of Ramsey State of MN

My commission expires: 1/31/2018

Signature: Zufan Bezabih





Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Cummins Inc

Questionnaire completed by: Harsha Narravula

Payment Terms and Financing Options

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

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?.

Cummins routinely works with 3rd party leasing entities to accommodate customer requirements.

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.

Cummins ordering process is well defined within our distribution channel. NJPA member requests standard/ custom product needs referencing the NJPA contract (RFP# 120617). Distributor then creates a standard/ custom quote configuration (PowerCom) to meet specific customer requirements. NJPA member places an order. The account executive receives a quarterly NJPA activities generated through our PowerCom quote/ ordering tool and forwards to NJPA.

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

We are currently in the process of accepting P-card procurement. Current discussions ongoing with finance to finalize dollar limits.

Warranty

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

- Do your warranties cover all products, parts, and labor?
 - YES – See Attachment B – Global warranty statement for specific details. All products listed in our price list are complete with 2 year comprehensive warranty.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - See Attachment B Warranty Statement – Application governs warranty terms
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - YES
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - NO
- 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?
 - When 3rd party items are requested, Cummins works with 3rd parties to coordinate warranty coverage



- What are your proposed exchange and return programs and policies?
 - 50% restocking fee applies to standard generators, Custom and Electrical products are 75% cancellation fee. Freight is not included
- 6. Describe any service contract options for the items included in your proposal.
 - Cummins offers a full and complete line of planned service programs. Pricing varies based upon location and types of service requested.

Pricing, Delivery, Audits, and Administrative Fee

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

Cummins is offering emergency standby, stationary, mobile generators. These commercial generators are available from 10KW to 3.5MW in multiple fuel types (Diesel, Natural gas and Propane).

We are also pleased to offer emergency related support equipment such as Automatic transfer switches (ranging from 40 Amps to 4000 Amps) and paralleling swithgear in both low and medium voltage.

All equipment will be supported and serviced by 3200 trained technicians.
- 8. Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Please see Attachment D – MSRP (List) pricing for information. Cummins has chosen to propose the pricing in the “percentage discount from catalog” format. We have provided MSRP pricing for different models of generators from varying fuel types and KW ranges. We have also provided pricing for different models of automatic transfer switches to provide varying options to customers.

Please do not publish this attachment on common website platforms such as landing pages to avoid easy access by competitors.



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

Please see "Attachment E – NJPA Percentage Discount" for NJPA specific discount info. NJPA members will receive the published discount from the MSRP (List) price.

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

- 11. Describe any quantity or volume discounts or rebate programs that you offer.

For any single customer order equal to or exceeding \$2 million an additional 1% rebate will be included.

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

Cummins shall provide a quote for each sourced or open market items.

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

Cummins is a manufacturer of products therefore the cost of contractor labor and materials is not included in our pricing.

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

Freight allowed.

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

Freight allowed for contiguous 48 states and Canada. Additional charges apply for FOB jobsite (Alaska and Hawaii). Cummins will supply a quote for freight.

- 16. Describe any unique distribution and/or delivery methods or options offered in your proposal.

NA

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

National Account Executive assigned to NJPA will generate a quarterly report for NJPA review and audit. However NJPA members must clearly communicate and identify at the RFP that their intent is to purchase off the NJPA contract.

- 18. Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Cummins will pay a 1.5% admin fee to NJPA calculated as a percentage of factory product sales.



Industry-Specific Questions

19. Please specify product and voltage range the generator equipment that you are offering.

All products have been quoted at standard industry voltages (120V/240V single phase; 208V/ 120V - 3 phase; 480V/ 277V – 3phase) depending on unit size. Additional voltages up to 13.8KV are available.

20. Describe your mobile or trailer mounted units, if any, and specify the ranges.

This Cummins Power Generation mobile package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

Key Features

- U.S. Tier IV Final certified Cummins engines which meet emissions limits without the use of a diesel particulate filter (DPF).
- Advanced electronic engine controls with integrated after treatment system provide superior fuel efficiency while reducing emissions.
- The most advanced, reliable and capable generator set control system on the market today. PowerCommand 3.3© with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets.
- As indicated in Attachment D – MSRP (List) price, we have mobile units from 150KW to 275KW.
- Please see Attachment F – Spec sheets T4F Mobile Generators

21. If you are providing trailers as part of a turnkey package, please provide details.

See above.

22. Describe how you will include customization and the pricing of such for the units.

Cummins will provide a quote for any customization of standard factory unit offering. Please contact assigned National account executive for pricing.

23. Describe installation and service programs, and identify the associated services, service provider locations and pricing.

All our product is serviced through our distribution network. We have 205 branch service locations and 3200 technicians throughout North America. Please see our website for specific locations near you.

<https://www.cummins.com/sales-and-service>

24. Describe any preventative maintenance or extended service coverage agreements.

Both programs are available. As indicated in Attachment E, NJPA members will receive 5% discount off typical sales price. Please contact assigned national account executive for sales price. Maintenance programs vary by customer specification, application and KW ranges.

25. Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

- If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
- What are recommended service intervals?

PM contracts vary by KW size, location distance and scope of services requested. PM contract will be developed based on membership needs. As indicated in the price sheet, Cummins is offering 5% discounts for PM work. Please contact assigned national account executive for sales price.

26. Describe your rental agreements and pricing schedule.



NA



. Will you include used equipment and if so, provide a pricing strategy for these units.

NA

28. Provide a general overview of your products EPA compliance.

All our products are fully complaint for emergency standby applications. Please see Attachment D – MSRP (List) Price sheet. Each model is described with its associated emission compliance.

29. Identify the lifecycle cost of ownership of your generator solutions.

Varies by KW size, application, maintenance schedules and environment conditions such as elevations. Please contact assigned national account executive and we can help them scope out lifecycle cost of ownership for specific projects based on scope.

Signature: *N. A. H.* Date: 11 | 30 | 2017

(FORM P)

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 #: 120617-CMM

Proposer's full legal name: Cummins 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 January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA CHIEF PROCUREMENT OFFICER
AND EXECUTIVE DIRECTOR OF OPERATIONS

Jeremy Schwartz
(NJPA CHIEF PROCUREMENT OFFICER)

Chad Coquette
NJPA CHIEF FINANCIAL OFFICER

Chad Coquette
(NJPA CHIEF FINANCIAL OFFICER)

Awarded on January 25, 2018

NJPA Contract # 120617-CMM

Vendor Authorized Signatures:

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

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS

Sriharsha Narravula
VENDOR AUTHORIZED SIGNATURE

SRIHARSHA NARRAVULA
(VENDOR AUTHORIZED SIGNATURE)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM

Cummins Inc. - NJPA Generator MSRP(List) Pricing

Model number	MSRP (List) Pricing	Description	PHASE	KW	FUEL	Emission Compliance
C10 D6	\$ 15,568.00	10 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	10KW	DIESEL	EPA Tier 4i
C15 D6	\$ 15,698.00	15 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	15KW	DIESEL	EPA Tier 4i
C20 D6	\$ 16,470.00	20 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	20KW	DIESEL	EPA Tier 4i
C25 D6	\$ 17,388.00	25 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	25KW	DIESEL	EPA Tier 3
C30 D6	\$ 17,442.00	30 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	30KW	DIESEL	EPA Tier 3
C35 D6	\$ 17,666.00	35 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	35KW	DIESEL	EPA Tier 3
C40 D6	\$ 18,128.00	40 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	40KW	DIESEL	EPA Tier 3
C50 D6	\$ 18,540.00	50 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	50KW	DIESEL	EPA Tier 3
C50 D6C	\$ 20,511.00	50 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	50KW	DIESEL	EPA Tier 3
C60 D6	\$ 21,006.00	60 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	60KW	DIESEL	EPA Tier 3
C60 D6C	\$ 22,030.00	60 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	60KW	DIESEL	EPA Tier 3
C80 D6C	\$ 23,671.00	80 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	80KW	DIESEL	EPA Tier 3
C100 D6C	\$ 28,398.00	100 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	100KW	DIESEL	EPA Tier 3
C125 D6C	\$ 29,362.00	125 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	125KW	DIESEL	EPA Tier 3
125 DSGAB	\$ 35,252.00	125 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	125KW	DIESEL	EPA Tier 3
150 DSGAC	\$ 44,605.00	150 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	150KW	DIESEL	EPA Tier 3
175 DSGAD	\$ 48,807.00	175 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	175KW	DIESEL	EPA Tier 3
200 DSGAE	\$ 50,322.00	200 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	200KW	DIESEL	EPA Tier 3

Model number	MSRP (List Pricing)	Description	PHASE	KW	FUEL	Emission Compliance
230DSHAD	\$ 61,836.00	230 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	200KW	DIESEL	EPA Tier 3
250 DQDAA	\$ 62,390.00	250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	250KW	DIESEL	EPA Tier 3
275DQDAB	\$ 64,326.00	275 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	275KW	DIESEL	EPA Tier 3
300 DQDAC	\$ 68,526.00	300 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	300KW	DIESEL	EPA Tier 3
300DQHAB	\$ 69,600.00	300 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	300KW	DIESEL	EPA Tier 3
350 DFEJ	\$ 86,982.00	350 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	350KW	DIESEL	EPA Tier 2
400 DFEJ	\$ 89,382.00	400 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	400KW	DIESEL	EPA Tier 2
450 DFEJ	\$ 96,582.00	450 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	450KW	DIESEL	EPA Tier 2
500 DFEK	\$ 109,471.00	500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	500KW	DIESEL	EPA Tier 2
600DQCA	\$ 144,961.00	599 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	600KW	DIESEL	EPA Tier 2
600 DQPAA	\$ 152,809.00	600 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	600KW	DIESEL	EPA Tier 2
650DQPAB	\$ 169,064.00	650 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	650KW	DIESEL	EPA Tier 2
750DQCB	\$ 181,165.00	750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	750KW	DIESEL	EPA Tier 2
750DQFAA	\$ 218,682.00	750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	750KW	DIESEL	EPA Tier 2
800 DQCC	\$ 189,400.00	800 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	800KW	DIESEL	EPA Tier 2
800DQFAB	\$ 220,738.00	800 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	800KW	DIESEL	EPA Tier 2
900 DQFAC	\$ 249,288.00	900 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	900KW	DIESEL	EPA Tier 2
1000 DQFAD	\$ 277,415.00	1000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	1000KW	DIESEL	EPA Tier 2
1250 DQGAA	\$ 393,246.00	1250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	1250KW	DIESEL	EPA Tier 2

Model number	MSRP (List) Pricing	Description	PHASE	KW	FUEL	Emission Compliance
1250DQGAE	\$ 402,665.00	1250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. Internal vibration isolators.	3	1250KW	DIESEL	EPA Tier 2
1500 DQGAB	\$ 460,850.00	1500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	1500KW	DIESEL	EPA Tier 2
1500DQGAF	\$ 471,461.00	1500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. Internal vibration isolators.	3	1500KW	DIESEL	EPA Tier 2
1750 DQKAA	\$ 607,766.00	1750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	1750KW	DIESEL	EPA Tier 2
1750DQKAD	\$ 621,190.00	1750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. Internal vibration isolators.	3	1750KW	DIESEL	EPA Tier 2
2000 DQKAB	\$ 680,050.00	2000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	2000KW	DIESEL	EPA Tier 2
2000DQKAE	\$ 695,025.00	2000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. Internal vibration isolators.	3	2000KW	DIESEL	EPA Tier 2
2250 DQKAF	\$ 810,603.00	2250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	2250KW	DIESEL	EPA Tier 2
2500 DQKAN	\$ 940,442.00	2500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	2500KW	DIESEL	EPA Tier 2
2500DQLE	\$1,036,046.00	2500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	2500KW	DIESEL	EPA Tier 2
2750DQLF	\$1,128,873.00	2750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	2750KW	DIESEL	EPA Tier 2
C3000 D6E	\$1,382,913.00	3000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	3000KW	DIESEL	EPA Tier 2
C3250 D6E	\$1,565,522.00	3000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	3250KW	DIESEL	EPA Tier 2
C3500 D6E	\$1,702,619.00	3000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	3500KW	DIESEL	EPA Tier 2
Diesel T4F portable gensets						
C150D2RE-EPATi	\$ 137,420.00	T4F Mobile 150 kW standby output/ 135 kW prime output , Trailer-Mounted	3	150KW	DIESEL	T4F
C200D2RE-EPATi	\$ 155,048.00	T4F Mobile 200 kW standby output/ 180 kW prime output , Trailer-Mounted	3	200KW	DIESEL	T4F

Model number	MSRP (List) Pricing	Description	PHASE	KW	FUEL	Emission Compliance
C275D2RE-EPAT	\$ 189,190.00	T4F Mobile 275 kW standby output/ 250 kW prime output , Trailer-Mounted	3	275KW	DIESEL	T4F
NATURAL GAS (NG) & PROPANE GENSETS						
6.5HGJAE-2145	\$ 9,330.00	6500 watt, 120/240 volt, single phase propane generator	1	6.5	Propane	EPA
C20N6	\$ 11,194.00	20 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	20KW	G/ Propane	EPA
C25N6	\$ 11,292.00	25 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	25KW	G/ Propane	EPA
C30N6	\$ 11,945.00	30 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	30KW	G/ Propane	EPA
C36N6	\$ 14,647.00	36 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	36KW	G/ Propane	EPA
C40N6	\$ 15,694.00	40 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	40KW	G/ Propane	EPA
C45 N6	\$ 16,631.00	45 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	45KW	G/ Propane	EPA
C50 N6	\$ 18,126.00	50 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	50KW	G/ Propane	EPA
C60 N6	\$ 19,857.00	60 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	60KW	G/ Propane	EPA
C70 N6	\$ 21,887.00	70 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	70KW	G/ Propane	EPA
C80 N6	\$ 23,969.00	80 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	80KW	G/ Propane	EPA
C100 N6	\$ 30,218.00	100 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	100KW	G/ Propane	EPA
125GGHJ	\$ 35,547.00	125 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	125KW	G/ Propane	EPA
C150N6	\$ 41,929.00	150 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	1 or 3	150KW	G/ Propane	EPA
C200N6	\$ 93,210.00	200 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	200KW	NG	EPA certified
C250N6	\$ 109,390.00	250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	250KW	NG	EPA certified
C350N6	\$ 155,180.00	350 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	350KW	NG	EPA certified

Model number	MSRP (List Pricing)	Description	PHASE	KW	FUEL	Emission Compliance
C450N6	\$ 231,760.00	450 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	450KW	NG	EPA compliant capable
C500N6	\$ 233,280.00	500 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	500KW	NG	EPA compliant capable
C550N6	\$ 351,050.00	550 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	550KW	NG	EPA certified
C600N6	\$ 391,750.00	600 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	600KW	NG	EPA certified
C650N6	\$ 409,390.00	650 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	650KW	NG	EPA certified
C750N6	\$ 435,240.00	750 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available.	3	750KW	NG	EPA certified
C1000N6	Please contact Cummins Account Executive	1000 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. List price is not available for these generators due to several configurable options. Please contact Cummins account executive for price configuration. Members will receive 10% discount from the configured price.	3	1000KW	NG	EPA NSPS
C1250N6		1250 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. List price is not available for these generators due to several configurable options. Please contact Cummins account executive for price configuration. Members will receive 10% discount from the configured price.	3	1250KW	NG	EPA NSPS
C1350N6		1350 KW, 60HZ open standard set with radiator; 40C cooling. Multiple alternator voltage types available. List price is not available for these generators due to several configurable options. Please contact Cummins account executive for price configuration. Members	3	1350KW	NG	EPA NSPS

Generator Pricing Notes and Exclusions

1. All prices quoted above are standard base genset models with radiator. Additional options available to meet AHJ or regional specifications.
2. All KW ratings indicated in price sheet are standby ratings.

Model number	MSRP (List) Pricing	Description	PHASE	KW	FUEL	Emission Compliance
<p>3. Additional factory options available with each model to meet local specifications. All options to follow published discount structure.</p> <p>4. Startup will be priced separately based on location and project specific requirements.</p> <p>5. Any initial onsite emission testing that may be needed is not included in the above pricing.</p> <p>6. Freight is FOB jobsite, freight allowed.</p> <p>7. Cummins is committed to updating and introducing new models. Contact your National Account Executive for your power needs.</p> <p>8. All products have been quoted at standard industry voltages (120V/240V single phase; 208V/ 120V - 3 phase; 480V/ 277V – 3phase) depending on unit size. Additional voltages up to 13.8KV are available.</p>						

Cummins Inc. - NJPA Generator Discount Percentage

Model number	NJPA Discount	PHASE	KW	FUEL	Emission Compliance
C10 D6	39%	1 or 3	10KW	DIESEL	EPA Tier 4i
C15 D6	39%	1 or 3	15KW	DIESEL	EPA Tier 4i
C20 D6	39%	1 or 3	20KW	DIESEL	EPA Tier 4i
C25 D6	39%	1 or 3	25KW	DIESEL	EPA Tier 3
C30 D6	39%	1 or 3	30KW	DIESEL	EPA Tier 3
C35 D6	39%	1 or 3	35KW	DIESEL	EPA Tier 3
C40 D6	39%	1 or 3	40KW	DIESEL	EPA Tier 3
C50 D6	39%	1 or 3	50KW	DIESEL	EPA Tier 3
C50 D6C	39%	1 or 3	50KW	DIESEL	EPA Tier 3
C60 D6	39%	1 or 3	60KW	DIESEL	EPA Tier 3
C60 D6C	39%	1 or 3	60KW	DIESEL	EPA Tier 3
C80 D6C	39%	1 or 3	80KW	DIESEL	EPA Tier 3
C100 D6C	39%	1 or 3	100KW	DIESEL	EPA Tier 3
C125 D6C	39%	1 or 3	125KW	DIESEL	EPA Tier 3
125 DSGAB	44%	1 or 3	125KW	DIESEL	EPA Tier 3
150 DSGAC	44%	1 or 3	150KW	DIESEL	EPA Tier 3
175 DSGAD	44%	1 or 3	175KW	DIESEL	EPA Tier 3
200 DSGAE	44%	1 or 3	200KW	DIESEL	EPA Tier 3
230DSHAD	41%	1 or 3	200KW	DIESEL	EPA Tier 3
250 DQDAA	41%	3	250KW	DIESEL	EPA Tier 3
275DQDAB	41%	3	275KW	DIESEL	EPA Tier 3
300 DQDAC	41%	3	300KW	DIESEL	EPA Tier 3
300DQHAB	41%	3	300KW	DIESEL	EPA Tier 3
350 DFEJ	41%	3	350KW	DIESEL	EPA Tier 2
400 DFEJ	41%	3	400KW	DIESEL	EPA Tier 2
450 DFEJ	41%	3	450KW	DIESEL	EPA Tier 2
500 DFEK	44%	3	500KW	DIESEL	EPA Tier 2
600DQCA	41%	3	600KW	DIESEL	EPA Tier 2
600 DQPAA	41%	3	600KW	DIESEL	EPA Tier 2
650DQPAB	41%	3	650KW	DIESEL	EPA Tier 2
750DQCB	41%	3	750KW	DIESEL	EPA Tier 2
750DQFAA	41%	3	750KW	DIESEL	EPA Tier 2
800 DQCC	41%	3	800KW	DIESEL	EPA Tier 2
800DQFAB	41%	3	800KW	DIESEL	EPA Tier 2
900 DQFAC	41%	3	900KW	DIESEL	EPA Tier 2
1000 DQFAD	41%	3	1000KW	DIESEL	EPA Tier 2
1250 DQGAA	44%	3	1250KW	DIESEL	EPA Tier 2
1250DQGAE	44%	3	1250KW	DIESEL	EPA Tier 2
1500 DQGAB	44%	3	1500KW	DIESEL	EPA Tier 2
1500DQGAF	44%	3	1500KW	DIESEL	EPA Tier 2
1750 DQKAA	44%	3	1750KW	DIESEL	EPA Tier 2
1750DQKAD	44%	3	1750KW	DIESEL	EPA Tier 2
2000 DQKAB	44%	3	2000KW	DIESEL	EPA Tier 2
2000DQKAE	44%	3	2000KW	DIESEL	EPA Tier 2
2250 DQKAF	44%	3	2250KW	DIESEL	EPA Tier 2
2500 DQKAN	44%	3	2500KW	DIESEL	EPA Tier 2
2500DQLE	44%	3	2500KW	DIESEL	EPA Tier 2
2750DQLF	44%	3	2750KW	DIESEL	EPA Tier 2
C3000 D6E	44%	3	3000KW	DIESEL	EPA Tier 2
C3250 D6E	44%	3	3250KW	DIESEL	EPA Tier 2
C3500 D6E	44%	3	3500KW	DIESEL	EPA Tier 2

Model number	NJPA Discount	PHASE	KW	FUEL	Emission Compliance
Diesel T4F portable gensets					
C150D2RE-EPATier4F	44%	3	150KW	DIESEL	T4F
C200D2RE-EPATier4F	44%	3	200KW	DIESEL	T4F
C275D2RE-EPATier4F	41%	3	275KW	DIESEL	T4F
NATURAL GAS (NG) & PROPANE GENSETS					
6.5HGJAE-2145	39%	1	6.5	Propane	EPA
C20N6	39%	1 or 3	20KW	NG/ Propane	EPA
C25N6	39%	1 or 3	25KW	NG/ Propane	EPA
C30N6	39%	1 or 3	30KW	NG/ Propane	EPA
C36N6	39%	1 or 3	36KW	NG/ Propane	EPA
C40N6	39%	1 or 3	40KW	NG/ Propane	EPA
C45 N6	39%	1 or 3	45KW	NG/ Propane	EPA
C50 N6	39%	1 or 3	50KW	NG/ Propane	EPA
C60 N6	39%	1 or 3	60KW	NG/ Propane	EPA
C70 N6	39%	1 or 3	70KW	NG/ Propane	EPA
C80 N6	39%	1 or 3	80KW	NG/ Propane	EPA
C100 N6	39%	1 or 3	100KW	NG/ Propane	EPA
125GGHJ	43%	1 or 3	125KW	NG/ Propane	EPA
C150N6	39%	1 or 3	150KW	NG/ Propane	EPA
C200N6	28%	3	200KW	NG	EPA certified
C250N6	28%	3	250KW	NG	EPA certified
C350N6	28%	3	350KW	NG	EPA certified
C450N6	28%	3	450KW	NG	EPA compliant capable
C500N6	28%	3	500KW	NG	EPA compliant capable
C550N6	28%	3	550KW	NG	EPA certified
C600N6	26%	3	600KW	NG	EPA certified
C650N6	27%	3	650KW	NG	EPA certified
C750N6	27%	3	750KW	NG	EPA certified
C1000N6	10% of configured price	3	1000KW	NG	EPA NSPS
C1250N6		3	1250KW	NG	EPA NSPS
C1350N6		3	1350KW	NG	EPA NSPS

Model number	NJPA Discount	PHASE	KW	FUEL	Emission Compliance
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Notes and Exclusions

1. All prices quoted above are standard base genset models with radiator. Additional options available to meet AHJ or regional specifications.
2. All KW ratings indicated in price sheet are standby ratings.
3. Additional factory options available with each model to meet local specifications.
All options to follow published discount structure.
4. Startup will be priced separately based on location and project specific requirements.
5. Any initial onsite emission testing that may be needed is not included in the above pricing.
6. Freight is FOB jobsite, freight allowed.
7. Cummins is committed to updating and introducing new models. Contact your National Account Executive for your power needs.
8. All products have been quoted at standard industry voltages (120V/240V single phase; 208V/ 120V - 3 phase; 480V/ 277V – 3phase) depending on unit size. Additional voltages up to 13.8KV are available.



National Joint Powers Alliance®
REQUEST FOR PROPOSAL
for the procurement of
ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

RFP Opening

DECEMBER 7, 2017

8:30 a.m. Central Time

At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #120617

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 #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

RFP Timeline

- October 19, 2017** 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> and also RFP Appendix B), 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.
- November 16, 2017
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.
- November 29, 2017** Deadline for RFP questions.
- December 6, 2017
4:30 p.m. CT** Deadline for Submission of Proposals. Late responses will be returned unopened.
- December 7, 2017
8:30 a.m. CT** Public Opening of Proposals.

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

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1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT NJPA

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, NJPA further desires to:

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

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

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

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

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

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

E. SCOPE OF THIS RFP

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

3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1 Primary Offerings:** Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

3.17.2 Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

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

3.17.3.1 |Omitted|

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.27 [This section is intentionally blank.]

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

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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

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

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

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

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

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The

notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

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

I. NJPA'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

4.24.9 Extend proposal due dates.

4 **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 \$30 Million.**

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

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

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

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

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

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

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

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

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

5 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

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

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

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

B. PROPOSER RESPONSIVENESS

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

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

6.6 Level-One Responsiveness means that the response

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

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

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

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

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

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

C. PROPOSAL EVALUATION CRITERIA

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

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

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

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

6.12 [This section is intentionally blank.]

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

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

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

E. COST COMPARISON

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

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

F. MARKETING PLAN

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

6.19 NJPA marketing expectations include the following components.

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

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA

desires a marketing plan that communicates the value of the contract to as many Members as possible.

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under

this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

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

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

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

6.23.1.1 Commercial General Liability—Occurrence Form

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

6.23.1.2 Each Occurrence \$1,500,000

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

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

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

H. ORDER PROCESS AND/OR FUNDS FLOW

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

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

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

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

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

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

6.29.4 The typical administrative fee under this Contract is 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.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

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

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

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

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

B. NJPA MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

7.14.6 The Vendor fails to properly report quarterly sales;

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

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

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

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

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

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

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

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

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

8.6 through 8.7 [This section is intentionally blank.]

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

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

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

C. ASSIGNMENT OF CONTRACT

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

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

D. LIST OF PROPOSERS

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

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

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

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

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

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

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

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

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

K. NON-WAIVER OF RIGHTS

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

L. PROTESTS OF AWARDS MADE

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

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

M. SUSPENSION OR DISBARMENT STATUS

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

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

O. SEVERABILITY

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

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment

and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A



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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

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

Industry Recognition & Marketplace Success

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

Proposer's Ability to Sell and Deliver Service Nationwide

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

Marketing Plan

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

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

Value-Added Attributes

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

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

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

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

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

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



Company Name: _____

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

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

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

**Contract Award
RFP #120617**

FORM D



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

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120617 _____

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 **#120617**

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

Executed this _____ day of _____, 20____ NJPA Contract Number **#120617**

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 **#120617**

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: _____

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: _____

Form G



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

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

Pricing, Delivery, Audits, and Administrative Fee

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

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

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
 - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

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

11. NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

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

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

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

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

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

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

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

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

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

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

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

Section 3. Detailed Explanation of Need for Changes

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

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

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

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

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

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

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](#)



Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Benton County	Boonville County	Austin County
Mauai County	Bannock County	Central Oregon Intergovernmental Council	Bladen County	CACHE County	Benton County
Municipality	Bear Lake County	Clackamas County	Blount County	Carbon County	Chelan County
City and County of Honolulu	Benevolence County	Clackamas County Service District No. 1	Bolton County	Daguerre County	Clark County
Higher Education	Bingham County	Clatsop County	Bornholm County	Dallas County	Clark County
Hawaii Community College	Blaine County	Clatsop County	Butler County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Butler County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Burner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonanza County	Curry County	Calhoun County	Five County Association of Governments	Ferry County
Windward Community College	Bonanza County	Deschutes County	Catawba Regional Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Central Midlands Council of Governments	Grant County	Garfield County
Hawaii Schools	Camas County	Gilliam County	Cherokee County	Irwin County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Itaska County	Grays Harbor County
Special District	Cardiac County	Hornby County	Cherokee County	Jefferson County	Inland County
Hawaii Community Development Authority	Cassia County	Hood River County	Cherokee County	Jefferson County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Cherokee County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Cherokee County	Darlington County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Custer County	Josephine County	Cherokee County	Dillon County	Kibap County
Natural Energy Laboratory of Hawaii Authority	Elmore County	Mammoth County	Cherokee County	Dorchester County	Kittitas County
State	Franklin County	Lake County	Cherokee County	Dorchester County	Blount County
Hawaii Department of Accounting and General Services	Fremont County	Lane Council of Governments	Cherokee County	Edgely County	Lewis County
Hawaii Department of Finance and Administration	Gem County	Lane County	Cherokee County	Fairfield County	Lincoln County
Hawaii Department of Health	Gooding County	Lincoln County	Cherokee County	Florence County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Idaho County	Linn County	Cherokee County	Georgetown County	Okanogan County
Hawaii Health Systems Corporation	Jefferson County	Malheur County	Cherokee County	Greenwood County	Pacific County
State of Hawaii	Jerome County	Mason County	Cherokee County	Hampton County	Pend Oreille County
	Kootenai County	Martin County Housing Authority	Cherokee County	Horry County	Pierce County
	Latah County	Morrow County	Cherokee County	Jasper County	San Juan County
	Lemhi County	Multnomah County	Cherokee County	Kershaw County	Skagit County
	Lewis County	Nall County	Cherokee County	Lancaster County	Skamania County
	Lincoln County	Sherman County	Cherokee County	Lawson County	Snohomish County
	Madison County	Tillamook County	Cherokee County	Lee County	Spokane County
	Malden County	Umatilla County	Cherokee County	Lower Santee Council of Governments	Stevens County
	Nez Perce County	Union County	Cherokee County	Mason County	Thurston County
	Ochoco County	Wallowa County	Cherokee County	Mason County	Thurston Regional Planning Council
	Owyhee County	Wasco County	Cherokee County	Martinez County	Wahkiakum County
	Payette County	Washington County	Cherokee County	McCormick County	Walla Walla County
	Power County	Wheeler County	Cherokee County	Newberry County	Whatcom County
	Shoshone County	Yamhill County	Cherokee County	Dorchester County	Whitman County
	Teton County	Municipality	Cherokee County	Orangeburg County	Yakima County
	Twin Falls County	City of Ada Village	Cherokee County	Polk County	Yakima County Public Services
	Valley County	City of Adrian	Cherokee County	Richland County	Yakima Valley Conference of Governments
	Washington County	City of Albany	Cherokee County	Sakaha County	Municipality
Municipality	City of Aberdeen	City of Amity	Cherokee County	Spartanburg County	City of Aberdeen
City of Albion	City of American Falls	City of Arlington	Cherokee County	Sumter County	City of Airway Heights
City of Anson	City of Arden	City of Ashland	Cherokee County	Union County	City of Arizona
City of Arco	City of Arima	City of Astoria	Cherokee County	Williamsburg County	City of Ashtabula
City of Armo	City of Ashton	City of Athena	Cherokee County	York County	City of Astoria
City of Athol	City of Astoria	City of Auburn	Cherokee County	Municipality	City of Astoria
City of Athol	City of Astoria	City of Aurora	Cherokee County	City of Abbeville	City of Auburn
City of Atomic City	City of Baker City	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bacon	City of Bandon	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bacon	City of Banks	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Balfour	City of Bay City	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Blackfoot	City of Beaverton	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bliss	City of Bend	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bloomington	City of Boardman	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Boise	City of Brookings	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bonanza Ferry	City of Brownsville	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Bonville	City of Burns	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Buhl	City of Carby	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Burley	City of Cannon Beach	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Caldwell	City of Canyonville	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Cambridge	City of Carlton	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Carey	City of Cascade Locks	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Cascade	City of Cave Junction	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Castelford	City of Central Point	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Challis	City of Clatskanie	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Chubbuck	City of Colburg	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Clayton	City of Columbia City	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Clifton	City of Condon	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Coeur d'Alene	City of Coos Bay	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Coeur d'Alene	City of Coquille	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Craigmont	City of Cornelia	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Crouch	City of Corvallis	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Caldwell	City of Cottage Grove	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Dalton Gardens	City of Cove	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Dayton	City of Creswell	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Deerbach	City of Culver	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
City of Donnelly	City of Dallas	City of Baker City	Cherokee County	City of Abbeville	City of Auburn
	City of Damascus	City of Baker City	Cherokee County	City of Abbeville	City of Auburn

Hawaii

Idaho

Cascade Rural Fire District
 Castleford Rural Fire District
 Central Fire District
 Central Orchards Sewer District
 Central Shoshone County Water District
 Clark County District Library
 Clarkia Free Library District
 Clarkia Highway District
 Clearwater Free Library District
 Clearwater Highway District
 Clearwater Soil and Water Conservation District
 Clearwater Water District
 Consolidated Free Library District
 Cottonwood Highway District
 Custer Soil and Water Conservation District
 Dietrich Fire District
 Dietrich Highway District
 Doonewa Highway District
 Downey Swan Lake Highway District
 Dry Creek Cemetery Maintenance District
 Eagle Fire Protection District
 Eagle Sewer District
 East Bonner County Free Library District
 East Bonner County Library District
 East Greenacres Irrigation District
 Eastern Idaho Public Health District
 Eastern Idaho Regional Wastewater Authority
 EB River Free Library District
 Elmore Soil and Water Conservation District
 Feres Highway District
 Ferdinand Highway District
 Fish Haven Mosquito Abatement District
 Fremont County District Library
 Friedman Memorial Airport Authority
 Garden Valley District Library
 Garden Valley Fire Protection District
 Garden Valley Recreation District
 Gateway Fire Protection District
 Gem County Fire Protection District
 Gem County Mosquito Abatement District
 Glenns Ferry Highway District
 Golden Gate Highway District No. 3
 Gooding County Memorial Hospital District
 Grace District Library
 Grangeville Highway District
 Granite Reader Water and Sewer District
 Greater Boise Audubon District
 Greater Middleton Parks and Recreation District
 Greater Swan Valley Fire Protection District No. 2
 Growlansd Water and Sewer District
 Harbor View Estates Water and Sewer District
 Hayden Lake Irrigation District
 Hayden Lake Recreational Water and Sewer District
 Hillsdale Highway District
 Homedale Highway District
 Hoo Doo Water and Sewer District
 Horseshoe Bend Fire Protection District
 Idaho Soil and Water Conservation District
 Indian Valley Rural Fire District
 Jasp-Bonneville Sewer District
 Island Park Fire District
 Jerome Highway District
 Jerome Recreation District
 Jerome Rural Fire District No. 1
 Kamiah Fire Protection District
 Kamiah Highway District
 Ketchum Rural Fire Protection District
 Kiddy Harris Highway District
 Kingston Water District
 Kootenai County Water District No. 1
 Kootenai Ponderay Sewer District
 Kootenai Shoshone Soil and Water Conservation District
 Kuna Library District
 Laclede Water District
 Lakes Highway District
 Latah County Library District
 Latah Soil and Water Conservation District
 Lewiston Orchard Irrigation District
 Lewiston-Hoo Percis County Regional Airport Authority
 Lincoln County Recreation District
 Little Blacktail Ranch Water District
 Little Wood River Library District
 Liard Butte Library District
 Lost River Highway District
 Lusk Water and Sewer District
 Madlay Free Library District
 Madison Library District
 Marsing Rural Fire District
 McCall Fire Protection District
 McCall Memorial Hospital District
 Meridian Cemetery Maintenance District
 Meridian Library District
 Meridian Rural Fire Protection District

Oregon

Grant School District No. 2
 Grants Pass School District No. 7
 Greater Albany Public School District R3
 Gresham-Barlow School District
 Harney County School District No. 3
 Harney Education Service District
 Harriett County School District No. 46
 Harrisburg School District No. 7
 Heffu School District No. 1-8
 Hermiton School District
 High Desert Education Service District
 Hillsboro School District No. 1J
 Hood River County School District
 Huntington School District No. 16J
 Imbler School District No. 11
 InterMountain Education Service District
 Ione School District R2
 Jackson County School District No. 9
 Jackson Education Service District
 Jefferson County School District No. 509-J
 Jefferson School District
 Jewell School District No. 8
 John Day School District No. 3
 Jordan Valley School District No. 3
 Joseph School District No. 6
 Junction City School District No. 69
 Klamath County School District
 Klamath Falls City Schools
 Knappa School District
 La Grande School District No. 1
 Lake County School District No. 7
 Lake Ed Service District
 Lake Oswego School District No. 7J
 Lakeview School District No. 7J
 Lane Education Service District
 Lane Community School District No. 9
 Lincoln County School District
 Linn-Benton-Lincoln Education Service District
 Long Creek School District No. 17
 Lowell School District No. 71
 Mapleton School District No. 32
 Marcola School District No. 79J
 McMinz School District
 McMinnville School District No. 40
 Medford School District No. 549C
 Milton-Fremont School District No. 7
 Mitchell School District No. 55
 Moballa River School District
 Monument School District
 Morrow County School District
 Mt. Angel School District
 Multnomah Education Service District Consortium
 Myrtle Point School District
 New-Fish Lake School District No. 56
 Newburg Valley School District No. 101
 New Hope Christian Schools
 Newberg School District No. 29J
 North Bend School District No. 13
 North Central Education Service District
 North Clackamas School District No. 12
 North Douglas School District No. 22
 North Lake School District
 North Marion School District No. 15
 North Santiam School District No. 29
 Nor Th. Wasco County School District No. 21
 Northwest Regional Education Service District
 Nyssa School District No. 26
 Oakland School District
 Oakridge School District No. 76
 Ontario School District No. 8C
 Oregon City School District No. 62
 Oregon Trail School District No. 46
 Paisley School District No. 11
 Parkrose School District No. 3
 Pendleton School District No. 16
 Perrydale School District No. 21J
 Philomath School District No. 17J
 Phoenix-Talent School District
 Polk River School District No. 21
 Pine Eagle School District No. 61
 Pineharst School District
 Pleasant Hill School District
 Plush School District 18
 Port Orford-Langlois School District No. 2CJ
 Portland Public School District No. 1
 Powers School District No. 21
 Prairie City School District No. 4
 Prospect School District
 Rainier School District No. 13
 Redmond School District No. 2J
 Reedport School District No. 105
 Region 5 Education Service District
 Reynolds School District No. 21
 Riddle School District No. 70

South Carolina

Grand County School District No. 2
 Lexington County School District No. 3
 Lexington County School District No. 4
 Lexington-Richland Counties School District No. 5
 Marion County School District
 Marion County School District No. 7
 Marlboro County School District
 McCormick County School District
 Newberry County School District
 Oconee County School District
 Orangeburg Consolidated School District Four
 Orangeburg County Consolidated School District No. 3
 Orangeburg County Consolidated School District No. 5
 Pickens County School District
 Richland County School District No. 1
 Richland County School District No. 2
 Rock Hill School District No. 3
 Saluda School District No. 1
 South Carolina Public Charter School District
 Spartanburg County School District No. 1
 Spartanburg County School District No. 2
 Spartanburg County School District No. 3
 Spartanburg County School District No. 4
 Spartanburg County School District No. 5
 Spartanburg County School District No. 6
 Spartanburg County School District No. 7
 Sumter County School District
 Sumner School District No. 17
 Sumner School District No. 2
 Union County School District
 Ware Shoals School District No. 51
 Williamsburg County Schools
 Wilcox School District No. 29
 York School District No. 1

Special District

Abbeville Housing Authority
 Aiken Housing Authority
 Anderson Housing Authority
 Atlantic Beach Housing Authority
 Beaufort Housing Authority
 Beaufort-Lajuer Water and Sewer Authority
 Beech Island Rural Community Water District
 Belton-Honea Path Water Authority
 Bennettsville Housing Authority
 Berea Public Service District
 Berkeley County Water and Sanitation Authority
 Bluff Creek Water and Sewerage District
 Bluffton Township Fire District
 Bolling Springs Fire District, Greenville County
 Broad Creek Public Service District
 Buffalo-Mt. Pisgah Fire Protection District
 Burton Fire District
 Central Midlands Regional Transit Authority
 Charleston Area Regional Transportation Authority
 Charleston County Aviation Authority
 Charleston County Housing and Redevelopment Authority
 Charleston Housing Authority
 Charleston Naval Complex Redevelopment Authority
 Charleston Soil and Water Conservation District
 Chester Housing Authority
 Chester Housing Authority
 Chester Metropolitan District
 Chester Sewer District
 Coast Regional Transportation Authority
 Columbia Housing Authority
 Conway Housing Authority
 Daniel Morgan Water District
 Darlington County Fire District
 Darlington County Water and Sewer Authority
 Darlington Housing Authority
 Doraville-Doe West Water and Sewer Authority
 Dorchester County Sales Tax Transportation Authority
 Dorchester County Water Authority
 Duncan Chapel Fire District
 Enley Housing Authority
 Easley Central Water District
 East Richland County Public Service District
 Edgefield County Water and Sewer Authority
 Feltner Housing Authority
 Fort Mill Housing Authority
 Frigg Island Public Service District
 Gaffney Housing Authority
 Gaston Rural Community Water District
 Georgetown County Water and Sewer District
 Georgetown Housing Authority
 Gilbert-Sumner Water Building Authority
 Grand Strand Water and Sewer Authority
 Greenville Arena District
 Greenville County Recreation District
 Greenville County Redevelopment Authority
 Greenville Housing Authority
 Greenville Transportation Special Service District
 Greenwood Metropolitan District
 Greer Housing Authority

Utah

Davis County Housing Authority
 Davis County Housing Authority
 Davis-Salt Lake Aerial Spray Authority
 Duchesne County Upper Country Water Improvement District
 Duchesne County Water Conservancy District
 Emery County Housing Authority
 Emery County Municipal Building Authority
 Emery County Special Service District No. 1
 Emery Water Conservancy District
 Emigration Improvement District
 Fruiland Special Service District
 Garden City Fire District
 Grand County Housing Authority
 Granger Hunter Improvement District
 Heber Valley Special Service District
 Hooper Water Improvement District
 Jensen Water Improvement District
 Johnson Water Improvement District
 Jordan Valley Water Conservancy District
 Jordanville Special Service District
 Juab Special Service Fire District
 Kane County Water Conservancy District
 Kearns Improvement District
 Lake Point Improvement District
 Logan-Cache Airport Authority
 Maysen Water and Sewer Improvement District
 Magna Mosquito Abatement District
 Magna Water District
 Metropolitan Water District of Salt Lake and Sandy
 Midvalley Improvement District
 Midway Sanitation District
 Millard Area Healthcare Service District
 Moab Mosquito Abatement District
 Monticello Fire Protection District
 Mountain Green Sewer Improvement District
 Mountain Regional Water Special Service District
 Mountain View Special Service District
 Mt. Olympus Improvement District
 North Davis County Sewer District
 North Davis Fire District
 North Emery Water Users Special Service District
 North Fork Special Services District
 North Pointe Solid Waste Special Service District
 North Summit Fire District
 North Tooele County Fire Protection District
 North Utah Water Conservancy District
 North View Fire District
 Ogden Housing Authority
 Ouray Park Water Improvement District
 Park City Fire Service District
 Price River Water Improvement District
 Provo Housing Authority
 Rockwell/Springdale Fire Protection District
 Roosevelt City Housing Authority
 Salt Lake City Housing Authority
 Salt Lake City Mosquito Abatement District
 Salt Lake County Housing Authority
 Sandy Suburban Improvement District
 Scofield Reservoir Special Service District
 Sevier County Special Service District No. 1
 Skyline Mountain Special Service District
 Snyderville Basin Special Recreation District
 Snyderville Basin Water Reclamation District
 Solid Waste Special Service District No. 1
 South Davis Sewer District
 South Davis Water District
 South Ogden Conservation District
 South Salt Lake Valley Mosquito Abatement District
 South Summit Fire Protection District
 South Utah Valley Solid Waste District
 South Valley Sewer District
 Southwestern Utah Housing Authority
 Spanish Valley Water and Sewer Improvement District
 St. George Housing Authority
 Stansbury Park Improvement District
 Strawberry Electric Service District
 Sugar House Park Authority
 Tabby Valley Park Special Service District
 Tarrytown Electric Special Service District
 Thompson Special Service District
 Thompson Special Service District
 Tooele County Housing Authority
 Tooele County Recreation Special Service District
 Tridell-Lapoint Water Improvement District
 Uintah Animal Control and Shelter Special Service District
 Gilbert-Sumner Water Building Authority
 Uintah Fire Suppression Special Service District
 Uintah Health Care Special Service District
 Uintah Highlands Water and Sewer Improvement District
 Uintah Mosquito Abatement District
 Uintah Recreation District
 Uintah Transportation Special Service District
 Uintah Water Conservancy District
 Unified Fire Authority

Washington

Education (K-12)

Aberdeen School District No. 5
 Adna School District No. 276
 Almira School District No. 17
 Anacortes School District No. 103
 Arlington Public Schools
 Astoria-Clatsop School District
 Auburn School District No. 408
 Bainbridge Island School District No. 303
 Battle Ground School District No. 119
 Bellevue Christian School District
 Bellevue School District No. 405
 Bellingham School District No. 541
 Benet School District No. 222
 Bethel School District No. 463
 Bickleton School District
 Blaine School District No. 503
 Boistfort School District No. 234
 Bremerton School District
 Brimley School District No. 118
 Bridgport School District No. 75
 Brinnon School District No. 46
 Burlington-Elliott School District No. 100
 Camas School District
 Cape Flattery School District No. 401
 Capital Regional Educational Service District No. 113
 Carbonado Historical School District No. 19
 Cascade Christian Schools
 Cascade School District No. 228
 Cashmere School District No. 222
 Castle Rock School District No. 401
 Central Kitsap School District No. 401
 Central Valley School District No. 356
 Centralia School District No. 401
 Chehalis School District No. 302
 Chehalis School District No. 350
 Chewelah School District No. 36
 Chief Leschi School System
 Chinoam School District No. 49
 Clatsop School District No. 250-385
 Cle Elum-Rainy School District
 Clover Park School District No. 400
 Colfax School District No. 300
 College Place School District No. 250
 Colton School District No. 306
 Columbia School District No. 206
 Columbia School District No. 206, Stevens County
 Columbia School District No. 400
 Colville School District No. 115
 Concrete School District No. 11
 Conway Consolidated School District No. 317
 Cosmopolis School District
 Coquille-Northwest School District No. 151
 Coupenelle School District No. 204
 Crescent School District
 Creston School District No. 73
 Curlew School District No. 50
 Cusick School District
 Darrington School District No. 330
 Dawsonport School District No. 207
 Dayton School District No. 2
 Deer Park School District No. 414
 Dieringer School District
 Drie School District
 East Valley School District No. 361
 East Valley School District No. 361, Spokane County
 East Valley School District No. 90, Yakima County
 Eastmont School District No. 406
 Eatonville School District No. 204
 Edmonds School District No. 15
 Educational Service District No. 112
 Ellensburg School District No. 401
 Ilma School District No. 68
 Ineok School District No. 308
 Irsat School District No. 127
 Irumelaw School District No. 216
 Ighite School District No. 165
 Iskra School District No. 36
 Everett School District No. 2
 Evergreen School District No. 114, Clark County
 Evergreen School District No. 205
 Federal Way Public Schools
 Ferndale School District No. 502
 Fife School District No. 417
 Fish Bay School District
 Franklin Pierce School District No. 402
 Freeman School District No. 358
 Garfield School District No. 302
 Glenwood School District
 Goldendale School District
 Grand Coulee Dam School District
 Grant-Blew School District No. 200
 Grant School District No. 204
 Granite Falls School District No. 332

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District	Colton Fire District	Teemship		Paterson School District
	Winona Highway District	Colton Water District	Township of Grand Meadows		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Pemmel School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomona School District No. 239
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State of Idaho		Coon County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Confederated Tribes		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Quesets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quilicura School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 344
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Mirand Water District			Raymond School District No. 116
		Deer Rural Fire Protection District			Rearden-Edwell School District
		Deschutes County 911 Service District			Repton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgeland School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satop School District No. 304
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Wasatch County Health District			Sedro-Wholey School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elahe-Vernemah Rural Fire Protection District No. 11			Senah School District No. 723
		Fernald/People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skyemish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gulfen Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Gleneden Sanitary District			Southside School District
		Goshem Fire District			Spokane Public Schools
		Government Camp Sanitary District			Springac School District
		Grand Ronde Sanitary District			St. John School District No. 323
		Grant County Transportation District			Stemwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Stinkacoom Historical School District No. 1
		Grants Pass Irrigation District			Stepher School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahnen Road Special District			Sultan School District No. 311
		Halley-Shedd Rural Fire Protection District			Susannah Valley School District 202
		Hanley Rural Fire Protection District			Sunset School District No. 320
		Harbor Sanitary District			Sunraysia School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahooma School District No. 409
		Harrison Rural Fire Protection District			Tekoa School District No. 265
		Hazledell Rural Fire Protection District			Ternito School District No. 402
		Hells John Water and Sewer Authority			Thorp School District No. 400
		Hereta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchnet School District No. 300
		Hood River County Library District			Tourel Lake School District No. 130
		Hood River County Transportation District			Troul Lake School District No. 8-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illwaco Valley Rural Fire Protection District			Valley School District
		Ime Rural Fire Protection District			Valley School District No. 30
		Inagon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vanhon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Washburn School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washburn School District
		Keating Soil and Water Conservation District			Washburn School District No. 209
		Kelso Rural Fire Protection District			Wellpelt School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Madison

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

Washington

Highland Sewer District

Hobart Water District

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- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Pend Oreille County Recreation District
- Pend Oreille Metropolitan Park District
- Pend Oreille Water District
- Pierce Conservasion District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Pike Roberts Water District No. 4
- Pike Roberts Water and Sewer District
- Pike County Recreation District
- Premier Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Hospital District No. 5
- Purcell Tribal Health Authority
- Quadrone Housing Authority
- Quincy Housing Authority
- Quincy Columbia Basin Irrigation District
- Renton Housing Authority
- Reward Housing Authority
- Ridgeway Water District
- Riviera Water District
- Royal Monowale District
- Royal Water District
- Rozsa Irrigation District
- Sachem Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Sawahatchee Water District
- Scandinavia Municipal District
- Seattle Childrens Memorial District Preservation and Development Author
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selkirk-Mezick Irrigation District
- Si View Metropolitan Park District
- Shelley Lake Council District
- Shelley Lake Municipal District
- Shelley Lake Water District
- Shenandoah Water District
- Shoghl Conservation District
- Shoghl County Cemetery District No. 2
- Shoghl County Fire District No. 10
- Shoghl County Fire District No. 11
- Shoghl County Fire District No. 12
- Shoghl County Fire District No. 3
- Shoghl County Fire District No. 5
- Shoghl County Fire District No. 8
- Shoghl County Fire Protection District No. 13
- Shoghl County Fire Protection District No. 14
- Shoghl County Fire Protection District No. 2
- Shoghl County Fire Protection District No. 3
- Shoghl County Fire Protection District No. 4
- Shoghl County Fire Protection District No. 5
- Shoghl County Fire Protection District No. 8
- Shoghl County Housing Authority
- Shoghl County Public Hospital District No. 1
- Shoghl County Public Hospital District No. 2
- Shoghl County Public Hospital District No. 304
- Shoghl County Public Hospital District No. 31
- Shoghl County Sewer District No. 1
- Shoghl County Sewer District No. 2
- Shoghl Valley Public Hospital District No. 3
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Fire Protection District No. 1
- Skamania County Public Utility District No. 1
- Skamnowas Water and Sewer District
- Skyway Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 20
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17
- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 26
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Snohomish County Housing Authority
- Snohomish County Public Hospital District No. 1
- Snohomish County Public Hospital District No. 2
- Snohomish County Public Utility District No. 1
- Snohomish Health District
- Snohomish River Regional Water Authority
- Snoqualmie Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Entity Public Development Authority
- South Naches Irrigation District
- South Whatcom Fire Authority
- South Whidbey Parks and Recreation District
- South Yakima Conservation District
- Southwest Suburban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 12
- Spokane County Fire District No. 2
- Spokane County Fire District No. 4
- Spokane County Fire Protection District No. 10
- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 13
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 5
- Spokane County Fire Protection District No. 8
- Spokane County Fire Protection District No. 9
- Spokane County Library District
- Spokane County Water District No. 3
- Spokane Housing Authority
- Spokane Indian Housing Authority
- Spokane Public Facilities District
- Spokane Regional Health District
- Spokane Transit Authority
- Starbuck Water District
- Sturgeon Sewer District No. 1
- Stevens County Fire District No. 2
- Stevens County Fire District No. 6
- Stevens County Fire Protection District No. 1
- Stevens County Fire Protection District No. 10
- Stevens County Fire Protection District No. 12
- Stevens County Fire Protection District No. 5
- Stevens County Public Utility District No. 1
- Stevens County Rural Library District
- Stevens Pass Sewer District
- Sun Harbor Water District No. 3
- Sunnyside Housing Authority
- Sunnyside Valley Irrigation District
- Sunnyside Water District
- Swainish Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Terrace Heights Sewer District
- Three Forks Waterway Development Authority
- Three Rivers Regional Wastewater Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 9
- Thurston County Fire Protection District No. 3
- Thurston County Fire Protection District No. 5
- Thurston County Fire Protection District No. 6
- Thurston County Fire Protection District No. 8
- Thurston County Housing Authority
- Thurston County Public Utility District No. 1
- Tri-County Economic Development District
- Tulwila Metropolitan Park District
- Underwood Conservation District
- Union Gap Irrigation District
- Val Vue Sewer District
- Valley Regional Fire Authority
- Valley View Sewer District
- Valley Water District
- Vancouver Housing Authority
- Vishon Park District
- Wahkiakum County Public Utility District No. 1
- Wahkiakum Fire Protection District No. 1
- Wahkiakum Port District No. 1
- Walla Walla County Fire Protection District No. 1
- Walla Walla County Fire Protection District No. 3
- Walla Walla County Fire Protection District No. 4
- Walla Walla County Fire Protection District No. 5
- Walla Walla County Fire Protection District No. 8
- Walla Walla County Rural Library District
- Walla Walla Housing Authority
- Walla Walla Water District No. 1
- Washington State Convention Center Public Facilities District
- Washington State Major League Baseball Stadium Public Facilities District
- Washington State Tobacco Settlement Authority
- Water District 19
- WNB: Parrah Irrigation District
- Wenatchee Reclamation District
- Wenatchee-Chewaw Irrigation District
- West Sound Utility District
- Whatcom Conservation District

Idaho

Oregon

South Carolina

Utah

Mississippi

- Whitson County Fire District No. 1
- Whitson County Fire District No. 11
- Whitson County Fire District No. 18
- Whitson County Fire District No. 16
- Whitson County Fire District No. 17
- Whitson County Fire District No. 4
- Whitson County Fire District No. 5
- Whitson County Fire District No. 7
- Whitson County Fire District No. 8
- Whitson County Public Utility District No. 1
- Whitson County Water District No. 12
- Whitson County Water District No. 13
- Whitson County Water District No. 2
- Whitson County Water District No. 3
- Whitson County Water District No. 7
- Whitson Transportation Authority
- Whitway Island Public Hospital District
- Whitstone Redmanston District
- Whitman County Fire District No. 11
- Whitman County Fire Protection District No. 12
- Whitman County Fire Protection District No. 18
- Whitman County Fire Protection District No. 7
- Whitman County Public Hospital District No. 5
- Whitman County Rural Library District
- Whitworth Water District No. 2
- Whitpa Valley Water District
- Whitson Shore Memorial Food District
- Whitson Water District No. 2
- Whitson Water District No. 3
- Whitson Water District No. 4
- Whitson Water District No. 5
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- Whitson Water District No. 100

State

North Seattle Community College

Seattle College

State of Washington

Washington Department of Enterprise Services

Washington State Department of Social and Health Services

Washington State Department of Social and Health Services

Washington State Health Care Authority

Tribal

Columbia River Inter-Tribal Fish Commission

Confederated Tribes of the Chehalis Reservation

Confederated Tribes of the Gwinn Reservation

Confederated Tribes of the Kalama Reservation

Confederated Tribes of the Yallahs Nation

Comox Indian Tribe

Hoh Indian Tribe

Kamowwam Indian Tribe

Knappton Indian Tribe

Kumeyaam Indian Tribe

Lummi Indian Nation

Makah Tribe

Mechanic Indian Tribe

Mongwai Indian Tribe

Naselle Indian Tribe

Nemah Indian Tribe

North Fork Indian Tribe

Okanogan Indian Tribe

Oklatipo Indian Tribe

Oquirrh Indian Tribe

Oquirrh Indian Nation

Sahalee Indian Tribe

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Appendix C - Political Subdivision List for Virginia

Table with 4 columns: Political Subdivision Name, State, County, and Townships. Lists various entities like Albemarle County, Arlington County, and various cities and towns across Virginia.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 26th day of March 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC182584001 – Facilities MRO and Industrial Supplies to purchase one (1) Nobles Speed Scrub 500 Walk-Behind Floor Scrubber from W. W. Grainger, Inc.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 26th day of March 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 12, 2019
RE: Cooperative Contract: State of Missouri Contract CC182584001 –
Facilities MRO and Industrial Supplies

Road & Bridge requests permission to utilize the State of Missouri cooperative contract *CC182584001 – Facilities MRO and Industrial Supplies* to purchase one (1) Nobles Speed Scrub 500 Walk-Behind Floor Scrubber from W.W. Grainger, Inc.

Cost of the purchase is \$12,636.32 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – Machinery & Equipment.

The 2019 budgeted amount was \$13,000.00.

cc: Greg Edington, RB
Contract File

**PURCHASE AGREEMENT FOR
WALK-BEHIND FLOOR SCRUBBER**

THIS AGREEMENT dated the 26th day of March 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **W.W. Grainger, Inc.** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **one (1) Walk-Behind Floor Scrubber**. The W.W. Grainger, Inc. quote dated 02/04/2019 in compliance with all bid specifications, the State of Missouri Contract **CC182584001** and any addendums issued for the State of Missouri, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri contract number **CC182584001**, and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) **Walk-Behind Floor Scrubber** as follows:

Nobles Speed Scrub 500

\$12,636.32

- 0.46 HP
- 1500 rpm Brush Speed
- Cylindrical Deck Style

3. **Delivery** – Vendor agrees to deliver equipment as set forth in the bid documents. Delivery for in-stock items shall occur within 24-48 hours of order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order

5. **Warranty** – The County shall be provided the manufacturer standard warranty consistent with terms of the contract.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

Commission Order # _____

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

W. W. GRAINGER, INC.

DocuSigned by:
 By Karin Ratcliff
 5DC97EACEA994EE...
 Title Account Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charly J. Duffane
 County Counselor

ATTEST:

DocuSigned by:
Brianna Lennon by MT
 County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Gene E. Probst</u> Signature	3/19/2019 Date	2040, 91300 - \$12,636.32 Appropriation Account
--	-------------------	--

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Customer Quotation

To:

BOONE COUNTY PUBLIC WORKS
5551 S TOM BASS RD
COLUMBIA MO 65201-9711

Information

Date 02/04/2019
Customer Account Number 856048988
Grainger Quote Number 42544433
Customer Job Number
Contract Number
Grainger Representative Karin Ratcliff
Phone Number
Fax Number
Email
Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
53TX66	Floor Scrubber,Walk- Behind,68.3dBA NOBLES MV-SS500-0033 Country of Origin: USA	1582	1	12636.32*	12,636.32	----	----
Total \$					12,636.32		

***Price quoted is either your earned price or contract price. This price may be subject to change without notice.**


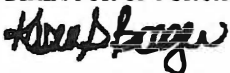
All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
Visit us at grainger.com



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC182584001	CONTRACT TITLE Facilities MRO and Industrial Supplies
AMENDMENT NUMBER N/A	CONTRACT PERIOD July 1, 2018 through June 30, 2019
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 3611502801L/MB00022736
CONTRACTOR NAME AND ADDRESS W. W. Grainger 2300 E. 18 th Street Kansas City, MO 64127	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various Agency Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC182584001 between the State of Missouri and W. W. Grainger is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER John C. Stegmann	BUYER CONTACT INFORMATION Email: john.stegmann@oa.mo.gov Phone: (573) 751-2497 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6/27/18
DIRECTOR OF PURCHASING  Karen S. Boeger	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT**

CONTRACT NO.: CCI82584001
REQ NO.: N/A
TITLE: Facilities MRO and Industrial Supplies

BUYER: John Stegmann
PHONE NO.: (573) 751-2497
E-MAIL: john.stegmann@oa.mo.gov

TO: W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	john.stegmann@oa.mo.gov
FAX TO:	(573) 751-2497
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various Agency Locations

NABD Valuepoint Master Agreement #8496

The Contractor hereby agrees to provide the services and/or supplies described in the attached ~~contract~~ *agreement* # 3200029989 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	MISSOURI BUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
W. W. Grainger Inc.	3611502801L / MB00023986
MAILING ADDRESS	
2300 East 18 th Street	
CITY, STATE, ZIP CODE	
Kansas City, MO 64127	

CONTACT PERSON	EMAIL ADDRESS
Bryan P. Westhaus	Bryan.Westhaus@Grainger.com
PHONE NUMBER	FAX NUMBER
312.257.0483	N/A
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	6.06.2018
PRINTED NAME	TITLE
Bryan P. Westhaus	Government Sales Manager

ATTACHMENT ONE FOR CONTRACT CC182854001 – DISCOUNTS PAGE

Facilities MRO and Industrial Supply Product Categories	Firm, Fixed Discount off Grainger Published List Price
1. HVAC	17%
2. Lighting, Lamps, and Ballasts	22%
3. Sanitation Cleaning Chemicals & Supplies	22%
4. Material Handling	11%
5. Security	17%
6. Electrical	23%
7. Fasteners	35%
8. Outdoor Garden	13%
9. Paint	13%
10. Plumbing	20%
11. Power Tools and Accessories – excludes automotive related tools and products	11%
12. Safety – excludes public safety equipment	19%
13. Hand Tools	14%
14. Janitorial Equipment and Supplies – does not include Sanitation Cleaning Chemicals	17%
15. Power Source	19%