



PINAL COUNTY
wide open opportunity

Offer & Acceptance Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

<u>Jamie Clark</u>	<u>INSIDE SALES MGR.</u>
Authorized Signature	Title
<u>JAMIE CLARK</u>	<u>5/9/12</u>
Printed Name	Date
<u>JASPER ENGINES AND TRANSMISSIONS</u>	<u>812-482-1041 (800-827-7455)</u>
Company Name	Telephone
<u>815 WERNING RD.</u>	<u>JASPER IN 47546</u>
Address	City, State, Zip

For clarification of this offer, contact:

Name: JAMIE CLARK Phone: 800-827-7455 Fax: 812-634-1820

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for:

This contract shall henceforth be referenced to as Contract No. PC-112217. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 26th day of June, 2012.

David Snider
Name (Print)

Chairman
Title

David Snider
Signature

Approved as to form:

[Signature]
Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

F. Intergovernmental Cooperative Purchasing

The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

Pursuant to PC-112217 Special Terms and Conditions, paragraph 5, titled Eligible Agencies (Cooperative Usage), Responder shall designate whether other governmental entities will be allowed to purchase from this contract:

Yes

No

JASPER ENGINES AND TRANSMISSIONS

Firm

Jamie Clark

Authorized Signature



815 Wernsing Rd

Jasper, IN 47546

P: 800-827-7455 F: 812-634-1820

www.jasperengines.com

Request for Proposals

Vehicles & Equipment: Parts, Repairs & Service
RFP PC-112217

Jamie Clark, Inside Sales Mgr.

Due: 5/24/2012 @ 2:00PM

Original



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Addendum Acknowledgement Form

Pinal County
Finance Department
31 N. Pinal St.
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Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

JASPER ENGINES AND TRANSMISSIONS

Firm

Jamie Clark
Authorized Signature



PINAL COUNTY
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Non-Collusion Statement

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

NON-COLLUSION STATEMENT

State of Arizona)
County of) ss.

JAMIE CLARK

, affiant,

the INSIDE SALES MGR.

JASPER ENGINES AND TRANSMISSIONS

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

Jamie Clark

(Name)

INSIDE SALES MGR.

(Title)

Subscribed and sworn to before me

this 9 day of May, 2012

Jane Keltnerbacher

Signature of Notary Public in and for the

State of Indiana

County of Dubois

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Jasper Engine Exchange Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 815 Wernsing Rd		Requester's name and address (optional)
City, state, and ZIP code Jasper IN 47546		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
3	5	-	0	9	0	7	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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Responders Checklist

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet?	Yes
Did you sign and notarize the Non-collusion statement?	Yes
Did you acknowledge all addendums, if any?	Yes
Did you complete all required Response Forms?	✓ Yes
Did you include your W-9 Form?	✓ Yes
Did you include any necessary attachments?	Yes
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	Yes
Did you include one original and the required number of copies?	Yes
Did you follow the order for submissions of documents?	Yes
Did you include proof of insurance(s) if requested?	Yes



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RFP PC-112217
Vehicles & Equipment: Parts,
Repairs & Services
Response Form

Pinal County
Finance Department
31 N. Pinal St.
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Florence, AZ 85132

Responder Name: *Responder Response*

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception and the total number of exceptions taken will negatively affect your evaluation score. Compliance to Terms & Conditions has been identified as an evaluation criteria for this Solicitation.

Any exception not contained within this section of the Solicitation will be deemed invalid and will not be considered.

Acceptability of Responses

Offers that do not include this completed Response Form or that do include an incomplete Response Form or that include a completed Response Form with unacceptable responses may cause the entire offer to be deemed unacceptable and therefore non-responsive.

1 Price

Responders shall complete the following pricing tables below.

1.1 Parts (per Section 2.1.1 of the Statement of Work)

Responder shall state the offered discount for parts in the table below. Pricing shall be a discount from list or published price. Using blank spaces in the tables below, Responder shall state additional discounts offered on other parts provided that could benefit Pinal County.

Responder Response

Manufacturer	% Discount from List Price or Published Price	Source for Manufacturer's pricing (website, etc.)
Allis Chalmers	NIB	
Allmand	↓	
Artic Cat		
Bear Cat		
Big Tex		
Blue Bird	13-20%	on-line *
Broce	NIB	
Carson	↓	
Case		
Caterpillar	13-20%	On-line *

* www.jesperengines.com



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Chevrolet	13-20%	on-line *
Crafc	N/B	
Dodge	13-20%	on-line *
EZ-Go	N/B	
Fleming	N/B	
Ford	13-20%	on-line *
Freightliner	13-20%	on-line *
GMC	13-20%	on-line *
Gorman Rupp	N/B	
Gravely		
Haul Mark		
Honda		
Hummer	gtr 13-20%	on-line *
Hyster	13-20%	on-line *
Ingersoll Rand	N/B	
International	13-20%	on-line *
Interstate	N/B	
Isuzu	13-20%	on-line *
Jeep	13-20%	on-line *
John Deere	N/B	
Kenworth		
Kodiak		
Kubota		
Landa		
Mega		



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Nissan	13-20%	on-line*
Oldsmobile	13-20%	on-line*
Pace	NIB	
Polaris		
Peterbilt	↓	
Pontiac	13-20%	on-line*
Porter	NIB	
Ranco		
Rosco		
Solar Tech		
Suzuki		
Towmaster		
Trail King		
Trail-Eze		
United Truck Equipment		
Vermeer		
Water Buffalo		
Western Star		
White/GMC		
Yale	↓	
Other		
Expedited parts delivery fee (Fixed fee, not discount from list price)		



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1.3 Other services or major services (other than listed above in section 1.2)

Responder shall provide labor rates and fees listed below. Note: Any fees or rates not included will not be considered part of the final contract. Parts as needed for repairs may be charged in excess of labor rates/shop fees/etc. Parts shall be a discount from list price. Responders shall include such parts in section 1.1 pricing table above.

Description	Rate	Comment
Shop labor rate	N/B	
Shop labor rate – after hours		
Field service call rate		
Field service call rate – after hours		
Mileage		
Hazardous Waste Fee		
Environmental Fee		
Shop supplies		
Other		



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2 Capacity of Offeror

2.1. Responder shall provide:

2.1.1 Name, Title and email address of Primary Responder

Responder Response

2.1.2 Address, phone, fax and email address of Primary Servicing Office

Responder Response

2.1.3 Address, phone, fax and email address of additional Servicing Offices (if different than 2.1.2)

Responder Response

2.1.4 Name, Title and email address of Key Personnel assigned to Pinal County. Responders shall include a description of their responsibilities under the contract (Ordering, Billing, Customer Service, etc).

Responder Response

2.2 Responder shall provide general background information regarding their company. Responder shall describe in detail their overall experience in the industry relative to the Products and/or Services offered. Responders shall include at least three (3) references in this regard.

Responder Response

2.3 Responder shall describe the services or materials offered in response to Section 2 - General Requirements in the Statement of Work on page 11 of the Request for Proposal (Section 2.1.2).

Responder Response

2.3.1 Responder will indicate which flat rate manual will be used that is compatible with the vehicle or equipment being serviced. Include Name, Date and Volume.

Responder Response (if applicable)

2.4 Responder shall describe their compliance with Section 3 – Specific Requirements in the Statement of Work on page 11 of the Request for Proposal.

2.4.1 Certified as a manufacturer's authorized service facility – indicate which manufacturers. Responders shall include a copy of the certification or include a letter from the manufacturer.

Responder Response

2.4.2 Certification of technicians – indicate which certifications (ASE, etc). Responders shall include a copy of the certifications as applicable.

Responder Response

2.4.3 Service hours of operation

Responder Response

2.4.4 Responder shall describe how service trucks are generally equipped in order to comply with the Scope of Work.

Responder Response (as applicable)

2.5 Responder shall indicate which County locations (cities) they will provide on-site services and repairs per

Section 3.1.3 of the Statement of Work (for example, a Coolidge vendor may want to provide services to Coolidge and Florence only).

Responder Response (if applicable)



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2.6 Responders shall indicate the types of vehicles your facility can repair:

- 2.6.1 Light Duty Vehicles (1 ton and below):
- 2.6.2 Medium Duty Vehicles (1-1/2 ton to 26,000 GVW):
- 2.6.3 Heavy Duty Vehicles (26,000 GVW and Heavier):
- 2.6.4 Heavy Equipment (Off Road):

> * Can provide units only. Not service work.

2.7 Responder shall specify which of the Fleet Maintenance yards to which they would provide expedited parts delivery service. See Exhibit 1 for a list of locations. Include any fees associated with expedited delivery on price list in Section 1.1.

- 2.7.1 Location
Responder Response (if applicable)
- 2.7.2 Frequency
Responder Response (if applicable)
- 2.7.3 Same day delivery
Responder Response (if applicable)

3 Method of Approach

3.1 Responder shall describe in detail their methodology in providing any inventory replacement program, scheduled maintenance program, etc. (if offered), to assist and improve the scheduling of general maintenance and upkeep of vehicles and equipment in accordance with Statement of Work paragraph 3.3.

Responder Response

4 Conformance to Terms and Conditions and Statement of Work

Response Form Responses
JASPER ENGINES AND TRANSMISSIONS

Responder Name have read, understand, and shall comply with all Terms and Conditions and Scope of Work. Responders that accept the County's Terms and Conditions and Instructions shall check YES or NO to clearly indicate their acceptance. Responders who take exception to the County's Terms and Conditions and Scope of Work shall likewise clearly indicate their exception and provide Responder's suggested language.

YES, I acknowledge that I have read and understand all Terms and Conditions and the Scope of Work and will comply in any resultant contract.

NO, I acknowledge that I have read, understand all Terms and Conditions and the Scope of Work and will comply in any resultant contract with the exceptions listed below.

Exceptions (If checked NO)



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Responders that take exception to any Terms and Conditions or Scope of Work shall justify their exception as well as proposing any changes to the County's language with the Responder's suggested changes clearly indicated. Additional pages may be added so long as they are clearly referenced in the spaces provided. Please note that taking exception to any Terms and Conditions or Scope of Work may affect your evaluation score. Both the number of exceptions and the severity of the exceptions can affect your score and may have you deemed non-responsive for this solicitation.

Cite the specific Term and Condition for which an exception is taken: **Responder Response**

Responder's justification for the exception: **Responder Response**

Responder's suggested changes: **Responder Response**

2. Capacity of Offeror

- 2.1 Jamie Clark
Inside Sales Mgr.
jaclark@jasperengines.com
- 2.1.2 815 Wernsing Rd. Jasper, IN 47546
Ph: 800-827-7455
FX: 812-634-1820
national@jasperengines.com
- 2.1.3 600 S. 56th St.
Suite B16
Chandler AZ 85226
- 2.1.4 Jamie Clark, Inside Sales Mgr., jaclark@jasperengines.com ****Ordering****
Mike McDonald, Outside Sales Rep., mmcdonald@jasperengines.com
****Customer Service****
Russell Reichard, Accounts Receivable, rreichard@jasperengines.com ****Billing****

2.2 See Attached: History and Growth and Reference Sheet

2.3 See enclosed Products and Services flyer

- 2.3.1 N/A – Not providing service

2.4

- 2.4.1 Authorized Service facility: See attached Allison/Detroit Diesel Agreement
- 2.4.2 List of ASE Certified Technicians: See attached spreadsheet
- 2.4.3 Not providing service work. Customer Service hours of operation are
6:30a.m.-8:00p.m. EST.
- 2.4.4 Products will be shipped on our own factory 2 ton box trucks with lift gates.

2.5 – N/A

2.6 – We can provide drive train units for all these applications not service work.

2.7 Feet Maintenance yard

- 2.7.1 Jasper will provide expedited delivery (1-2 business days in-stock units) to all fleet service maintenance yards
- 2.7.2 Everyday shipping if units are in-stock at branch
- 2.7.3 N/A

3.0 – N/A



**100% Associate
Owned**

History & Growth

AD-E06-86-82830 (5/10)

1-800-827-7455
www.jasperengines.com

- 1942 - Mr. Alvin C. Ruxer started JASPER in his Ford agency out of necessity due to the lack of parts for automobiles because of WW II production requirements. Production began with gasoline engines in a space of 12' x 20'.
- 1946 - Turning point – War ended and abundance of cars and parts. Mr. Ruxer then made two decisions to: 1) only remanufacture to O.E.M. standards, and 2) to install a standard set of new parts.
- 1955 - First branch location opened in Indianapolis.
- 1957 - Began remanufacturing light-duty automatic and standard transmissions in a separate facility.
- 1959 - Indiana Tool & Die acquired to remanufacture torque converters and perform outside machine work.
- 1965 - Gasoline Engine, Transmission and Tool & Die are joined under one roof in a new 100,000 sq. ft. facility.
- 1967 - JASPER launches its Diesel Department.
- 1969 - Company founder Alvin C. Ruxer named "Remanufacturer of the Year" for 1969-70 by PERA.
- 1970 - Diesel Department gets an expansion of 20,000 sq. ft.
- 1973 - Addition of 18,000 sq. ft. for core storage – gasoline engines and light-duty transmissions.
- 1976 - JASPER's Differential Department is launched.
- 1983 - Addition of 22,500 sq. ft. for sales training and development, office space, Transmission Department and transmission testing.
- 1985 - Addition of 35,000 sq. ft. for Service Department, new fuel room, gasoline engine test room and diesel storage area. The completion marks 195,500 sq. ft. of modern remanufacturing to O.E.M. standards and tolerances.
- 1987 - Under new ownership and management philosophy, the Company institutes a "Never Ending Commitment to Improvement of Safety, Quality, Productivity and Customer Service." The addition of Jasper Electric Motors expands capabilities into electric motor rewinding. Jasper Marine division is launched to remanufacture Inboard and I/O engines, as well as Mercruiser Type I stern drives.
- 1989 - Implementation of Statistical Process Control including a major investment in state-of-the-art production equipment. "Remanufacturer of the Year" for 1989-90 awarded to member of management team by PERA. Introduction of Jasper Performance Products line and Winston Cup (now Sprint Cup) racing sponsorship.
- 1990 - Implementation of Technical Service Department for improved customer support.
- 1992 - JASPER celebrates 50 years of progress. Cogeneration products launched.
- 1994 - Completion of a 160,000 sq. ft. addition to our facility. This expansion increases our production and office area to 367,053 sq. ft. or 8 1/2 acres under roof.
- 1996 - The third time a member of the JASPER management team has been honored as "Remanufacturer of the Year".
- 1998 - Completion of a 267,000 sq. ft. core processing facility in Crawford County, IN.
- 1999 - Import engines added to product line.
- 2000 - JASPER's new 100,000 sq. ft. Product Distribution Center in Crawford County opens.
- 2001 - JASPER becomes the Officially Licensed Remanufactured Engines and Transmissions of NASCAR. Renovation of Gas Production area including crank carousel. Began to assemble several families of transmissions at Crawford.
- 2002 - JASPER begins production of import transmissions and celebrates 60 years of growth and innovation. Renovation of the entire Transmission Department completed.
- 2003 - JASPER expands distribution westward with the opening of its Los Angeles Branch.
- 2004 - JASPER opens production facility in Willow Springs, MO.
- 2005 - Diesel dynamometer rooms upgraded to state-of-the-art test facilities.
- 2006 - The Jasper, IN, facility begins producing the transmissions and differentials for Ryan Newman and Kurt Busch of the NASCAR NEXTEL (now Sprint) Cup Series and the NASCAR Busch (now Nationwide) Series teams of Roger Penske and Rusty Wallace. Remanufactured BMW transmissions offered.
- 2007 - Launch of the Jasper Authentic Custom Drivetrain Division, remanufactured outboard powerheads and celebration of 65 years of growth and continuous innovation.
- 2008 - JASPER's NASCAR Sprint Cup Series Transmission Program expands with the JASPER 4-Speed used by some of the greatest teams in NASCAR Series racing. Launch of Jasper Innovative Solutions.
- 2009 - Jasper Innovative Solutions warehousing expands to 36,000 sq. ft. with its move to the JASPER Crawford County facility.
- 2010 - Jasper Engines and Transmissions becomes 100% Associate Owned.

Branches & Distributors

- | | | | | |
|---------------------|----------------------|----------------------|-------------------------|--------------------------|
| 1955 - Indianapolis | 1974 - Milwaukee | 1988 - Philadelphia | 1999 - Boston | 2004 - Phoenix |
| 1958 - Cincinnati | 1975 - Knoxville | 1989 - Baltimore | 2000 - Crawford County | 2004 - Hammond, LA |
| 1959 - Nashville | 1976 - S. Charleston | 1993 - Buffalo | (Branch and Dist. Ctr.) | 2007 - Birmingham |
| 1964 - St. Louis | 1977 - Pittsburgh | 1994 - Orlando | (Jasper/Louisville) | 2007 - Las Vegas |
| 1966 - Atlanta | 1983 - Detroit | 1995 - Columbia, SC | 2002 - Denver | 2007 - Union City, CA |
| 1966 - Cleveland | 1986 - Columbus, OH | 1995 - St. Paul | 2002 - South Florida | 2008 - Kingman, AZ |
| 1968 - Chicago | 1986 - Grand Rapids | 1996 - Fairfield, NJ | 2002 - Houston | (Branch and Dist. Ctr.) |
| 1972 - Chattanooga | 1986 - Greensboro | 1999 - Dallas | 2003 - Seattle | 2008 - Oklahoma City, OK |
| 1974 - Kansas City | 1986 - Memphis | 1999 - Richmond | 2003 - Los Angeles | |

Please call us for an extensive list of Products and Services for Your Race of Everyday Life.

LIGHT DUTY

Gasoline Engines

Passenger Cars
Domestic and Asian Import
Applications
Trucks - Light & Heavy Duty
Industrial/Non-Automotive
Marine
Performance
Alternate Fuel Applications –
LP, CNG and Flex Fuel
Installation Kits
Radiators

Commercial-Duty Engines

Recreational Vehicles
Towing
Passenger Cars

Marine

Gas Engines
Stern Drives
Outboard Lower Units
Outboard Powerheads
Velvet Drives

Transmissions

Front & Rear Wheel Drive
Domestic and Asian Import
Applications
Automatic
Standard
Performance
Transfer Cases

Commercial-Duty Transmissions

Recreational Vehicles
Towing
Passenger Cars

Differentials –

Front and Rear

Cars and Trucks
Dana/Spicer
Chrysler, Dodge, Ford and GM

HEAVY DUTY

Diesel Engines

Domestic & Import Applications
Midrange – Truck
Industrial

Transmissions

Transit
Industrial/Non-Automotive
Highway Allison

Differentials

Trucks
Industrial/Non-Automotive

ELECTRIC MOTORS

New Motors in Stock
Fractional to 400 hp
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Restored "Muscle" Cars
& Trucks
Four Wheel Drive Vehicles
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PERFORMANCE TRANSMISSIONS

**Two performance
grades available -
Class I and Class II**

Street Rods
Restored "Muscle" Cars
& Trucks
Four Wheel Drive Vehicles
Recreational Vehicles
Towing

JASPER Authentic Custom Drivetrains

Custom-built drivetrains
Restored "Muscle" Cars
& Trucks
Performance upgrades available

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products we offer. Please call
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provide quality and customer satisfaction
second to none.**

Specifications subject to change without notice.



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A Look at Terminology

USED

Used components are pulled directly from a vehicle – typically a junkyard vehicle – and generally not even so much as surface cleaned. There are no provisions for disassembly, internal cleaning or inspection with a used component. Used or junkyard components may have high mileage and a poor maintenance history – a failure waiting to happen. Many used or junkyard components come from a vehicle that was involved in an accident and may have unseen damage.

REBUILT

To rebuild is to recondition by cleaning, inspecting and replacing severely worn or broken parts. Serviceable parts are reused within the manufacturer's acceptable wear limits. The quality of rebuilt components varies widely and many come with only a limited warranty.

REMANUFACTURED

To remanufacture is to make as close to new as possible. Most wearable parts are automatically replaced. All core material is closely inspected and checked against original equipment specifications for correct dimensional tolerances. Replacement parts are new or requalified. If new, parts are made in the same production processes as original equipment. Testing is performed to manufacturer specifications and original production standards.

Facts About JASPER Remanufactured Components

- JASPER builds transmissions and differentials for a number of NASCAR Sprint Cup and Nationwide Series teams, using the technology learned to remanufacture better components for your race of everyday life.
- JASPER operates on a philosophy of a continuous improvement in safety, quality, productivity, customer service and the reduction of waste. Our mission statement is simple: "Do It Right and Have Fun!" We are committed to remain a leading force in the automotive industry. Progressive programs of research and new-product development enable us to provide quality value-oriented products, second to none.
- Every remanufactured product is thoroughly tested, and/or inspected, for quality assurance.
- JASPER remanufactured products are built to industry specifications equal to or more exact than those used by the original equipment manufacturer.
- **JASPER** remanufactured products are backed by nationwide warranties of up to 3 Years/100,000 Miles. Twenty-four hour, seven day emergency warranty information is also available.

The bottom line is value, and **JASPER, as a 100% Associate Owned Company**, remanufactures products that provide value for your dollar in terms of longevity, durability and performance.



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AD-E06-86-91152 (6/10)

INDEPENDENT DEALER AGREEMENT

This AGREEMENT, effective the 1st day of January, 2009, is by and between

Clarke Power Services
(Distributor Firm Name)

("Distributor") and Jasper Engines and Transmissions, Inc
(Dealer Firm Name)

of Jasper in _____ ("Dealer").
(City) (State)

GENERAL PURPOSE OF THIS AGREEMENT

Under a Distributor Agreement executed between Distributor and Allison Transmission, Inc. ("Allison"), Distributor has been authorized to conduct distributorship operations for the sales and service of Allison Products and Parts. Distributors have the primary responsibility of creating end user repeat purchases by maintaining a satisfying experience once the Product is purchased. Under the Distributor Agreement, Allison and Distributor acknowledge that to achieve this satisfying experience in the Distributor's Area of Responsibility, the appointment of Service Dealers at strategic locations will be necessary. Distributor is responsible for executing Dealer Agreements and the administration of Service Dealers to ensure that Dealers' responsibilities and capabilities to deliver end user satisfaction are maintained.

The purpose of this Agreement is for Distributor to appoint Dealer as an Independent Dealer for Allison Products, to establish the location from which Dealer will conduct Dealer Operations, to identify the Dealer's Primary Market Area and to name the principal management and principal owners of Dealer.

This Agreement (a) authorizes Dealer to sell Parts and service Allison Products; (b) states the terms under which Distributor and Dealer agree to do business together; (c) states the responsibilities of Distributor and Dealer to each other and to customers; and (d) reflects the mutual dependence of the parties in achieving their business objectives. Accordingly, Distributor and Dealer hereby agree as follows:

FIRST: Appointment of Dealer and Related Rights

To achieve customer satisfaction, Distributor is dependent on Dealer's agreement to perform the functions and fulfill the obligations described in this Agreement. Distributor appoints Dealer as a Service Dealer at the location specified in Paragraph SECOND of this Agreement for the conduct of:

() Overhaul Dealer Operations

for the following Allison Product models:

<u>AT</u>	<u>MT</u>	<u>HT</u>	<u>1000/2000</u>	<u>3000</u>	<u>4000</u>
_____	_____	_____	_____	_____	_____

(_____) Maintenance Dealer Operations

for the following Allison Product models:

Distributor grants Dealer a non-exclusive right to buy from Distributor the Parts identified in this Agreement for resale or use by Dealer in its Dealer Operations.

Distributor grants Dealer a non-exclusive right to identify itself as a Service Dealer.

Distributor and Allison have the right to select and authorize other businesses to conduct Dealer Operations in connection with Products and Parts and the right to sell Products and Parts directly to any customer.

This Agreement and any right or responsibility under this Agreement may not be transferred, assigned, delegated or sold by Dealer without the prior written approval of Distributor.

SECOND: Location of Dealer Operations

Distributor approves the following as the location at which Dealer shall maintain its place of business for the conduct of Dealer Operations:

815 Wersing Rd.	P.O. 650	Jasper	In	47547-0650
(Street Address)	(P.O. Box)	(City)	(State)	(Zip)

THIRD: Training

Distributor is in the best position to provide Allison training for Service Dealer personnel. Distributor agrees to conduct training by a designated trainer accredited by Allison for Dealer personnel and end users.

FOURTH: Customer Satisfaction

Customer satisfaction is essential to our mutual business success. By listening to our customers and satisfying their expectations, customers will be encouraged to purchase Allison Products and Parts and encourage others to do the same.

FIFTH: Tools and Equipment

A properly equipped dealership promotes customer satisfaction and service of Products. Distributor will provide Dealer with lists of tools and equipment that Allison regards as essential. Only tools that are required to perform a service operation or are related to safety will be designated as essential. Dealer agrees that it will acquire, maintain and use essential tools and equipment identified by Allison.

SIXTH: Management and Ownership

Distributor has appointed Dealer and has entered into this Agreement in substantial reliance upon:

- (1) Dealer's representations to Distributor about Dealer's business organization and financial structure and its ability to fulfill the functions and responsibilities assumed by Dealer in this Agreement;
- (2) the personal qualifications and business abilities of Dealer's Ownership and Active Management named in the Ownership and Active Management Addendum; and
- (3) the agreement of Dealer that the person(s) named in the Ownership and Active Management Addendum will continue to own both of record and beneficially the percentage stated therein.

Dealer agrees that the continuation of the business relationship between Dealer and Distributor under this Agreement is conditional upon Dealer continuing to have Principal Manager(s) and Principal Owner(s) acceptable to Distributor.

SEVENTH: Additional Provisions

The "Standard Provisions," Form AL601 (11/07) and "Glossary", Form AL602 (11/07), are incorporated as part of this Agreement.

EIGHTH: Term of Agreement

This Agreement shall expire without any action by either Dealer or Distributor on December 31st, 2011. However, this Agreement may be continued in effect by mutual agreement of Distributor and Dealer evidenced by a written extension executed by Distributor and Dealer prior to the expiration of this Agreement.

NINTH: Execution of Agreement

This Agreement and related agreements are valid only if signed:

- (a) on behalf of the Dealer by a Principal Owner or a duly authorized officer of Dealer, and
- (b) on behalf of Distributor by an owner or a duly authorized officer of Distributor and approved in writing by Allison.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the day and year first above written.

Jasper Engines and Transmissions, Inc.

 (Dealer Firm Name)
 By Gary A. Baur

 Title Corp. Purchasing Director

 City and State Jasper, In

 Witness Mike Schwank, IP Operations

Clarke Power Services

 (Distributor Firm Name)
 By Andy Wagon

 Title _____

 City and State Cincinnati, Oh.

 Witness Kenneth D. Lippitt

(If executed by a representative of Dealer, title such as President, Partner, etc., must be indicated.)



May 10, 2012

Angela Robinson
Jasper Engine & Transmission Exchange
815 Wernsing Road
Jasper, IN 47547

Angela –

According to our records, the names listed below are Jasper Engine & Transmission Exchange's active Guild members:

<u>First Name</u>	<u>Last Name</u>	<u>E-Learn Username</u>	<u>Guild</u>	<u>Current Guild Status</u>
Greg	Burgar	gabtran	1000/2000 Product Families Service Guild	Active
Greg	Burgar	gabtran	3000/4000 Product Families Service Guild	Active
Steve	Durcholz	slstran	1000/2000 Product Families Service Guild	Active
Mark	Greulich	magjet4	1000/2000 Product Families Service Guild	Active
Mark	Greulich	magjet4	3000/4000 Product Families Service Guild	Active
Diana	Hensley	dlstran	1000/2000 Product Families Service Guild	Active
Keith	Hopper	kahtran1	1000/2000 Product Families Service Guild	Active
Otto	Jochum	oajtran	1000/2000 Product Families Service Guild	Active
Ronald	Nicholson	rkntranhd	1000/2000 Product Families Service Guild	Active
William	Phillips	wjptran	1000/2000 Product Families Service Guild	Active
Robert	Schepers	rrstran1	1000/2000 Product Families Service Guild	Active
Jerrold	Schipp	44764476	1000/2000 Product Families Service Guild	Active
Dee Ann	Stepro	dsstran	1000/2000 Product Families Service Guild	Active
Jim	Tretter	tretter7712	Parts Guild	Active
Brian	Will	brianwill1	1000/2000 Product Families Service Guild	Active
Ray	Young	rlytran	1000/2000 Product Families Service Guild	Active

If you have any questions, or need additional information, please let me know.

Thank you,
Maureen Caserotti
Allison E-Learn & Guild Coordinator

ASE Certified Technicians

FIRST_NAME	LAST_NAME	DESCRIPTION
TYRONE	ABRAMS	ASE CERTIFIED MEMBER
BRADLEY	AHRENS	ASE CERTIFIED MEMBER
KURTIS	ALLBRIGHT	ASE CERTIFIED MEMBER
ERIC	BAKKE	ASE CERTIFIED MEMBER
RANDAL	BAUER	ASE CERTIFIED MEMBER
FRED	BECK	ASE CERTIFIED MEMBER
JARROD	BECK	ASE CERTIFIED MEMBER
WILFRED	BEGLE	ASE CERTIFIED MEMBER
BRADLEY	BOEGLIN	ASE CERTIFIED MEMBER
MATT	BOEHM	ASE CERTIFIED MEMBER
GREG	BURGAR	ASE CERTIFIED MEMBER
ADAM	CHRISTMAS	ASE CERTIFIED MEMBER
DAMEON	CLARKE	ASE CERTIFIED MEMBER
JOHN	CONWAY	ASE CERTIFIED MEMBER
JONAS	COX	ASE CERTIFIED MEMBER
CURTIS	CRONIN	ASE CERTIFIED MEMBER
DAVID	DAGES	ASE CERTIFIED MEMBER
JAMES	DAVENPORT	ASE CERTIFIED MEMBER
ADAM	DAY	ASE CERTIFIED MEMBER
TERRY	DEKEMPER	ASE CERTIFIED MEMBER
JODY	DENNING	ASE CERTIFIED MEMBER
KEVIN	DONOHOO	ASE CERTIFIED MEMBER
DEAN	DURNELL	ASE CERTIFIED MEMBER
JERRY	EBERT	ASE CERTIFIED MEMBER
TERRY	EBERT	ASE CERTIFIED MEMBER
HAROLD	EICHMILLER	ASE CERTIFIED MEMBER
ALEX	ERNST	ASE CERTIFIED MEMBER
ALLEN	ERNY	ASE CERTIFIED MEMBER
DARREN	FARNSLEY	ASE CERTIFIED MEMBER
KAEL	FRITZ	ASE CERTIFIED MEMBER
MICHAEL	GARDNER	ASE CERTIFIED MEMBER
KEVIN	GEHLHAUSEN	ASE CERTIFIED MEMBER
MARK	GEHLHAUSEN	ASE CERTIFIED MEMBER
DARREN	GILMORE	ASE CERTIFIED MEMBER
MARK	GINDER	ASE CERTIFIED MEMBER
GLENN	GOEPPNER	ASE CERTIFIED MEMBER
ROBERT	GOODMAN	ASE CERTIFIED MEMBER
ALAN	GRAMELSPACHER	ASE CERTIFIED MEMBER
MATTHEW	GREGORY	ASE CERTIFIED MEMBER
MARK	GREULICH	ASE CERTIFIED MEMBER
WAYNE	HEDINGER	ASE CERTIFIED MEMBER
BRYAN	HEEKE	ASE CERTIFIED MEMBER
RANDY	HELDERMAN	ASE CERTIFIED MEMBER
BRANDON	HENDERSHOT	ASE CERTIFIED MEMBER

ADAM	HENDRIX	ASE CERTIFIED MEMBER
SHANE	HESTER	ASE CERTIFIED MEMBER
LUKAS	HETTERSCHIEDT	ASE CERTIFIED MEMBER
ANTONY	HOFFMAN	ASE CERTIFIED MEMBER
SCOTT	HOFFMAN	ASE CERTIFIED MEMBER
GERALD	HOPF	ASE CERTIFIED MEMBER
THOMAS	HOPF	ASE CERTIFIED MEMBER
PAUL	HOPF JR	ASE CERTIFIED MEMBER
JOSEPH	HOWELL	ASE CERTIFIED MEMBER
MARK	JENKINS	ASE CERTIFIED MEMBER
DONNA	JOHNSON	ASE CERTIFIED MEMBER
MITCHELL	JOHNSON	ASE CERTIFIED MEMBER
MATTHEW	JONES	ASE CERTIFIED MEMBER
DAVID	KASSEBAUM	ASE CERTIFIED MEMBER
STEPHEN	KESSENS	ASE CERTIFIED MEMBER
STEVE	KISSEL	ASE CERTIFIED MEMBER
GERARD	KNIES	ASE CERTIFIED MEMBER
RONALD	KRAUS	ASE CERTIFIED MEMBER
DENNIS	LASHER	ASE CERTIFIED MEMBER
MATTHEW	LINDAUER	ASE CERTIFIED MEMBER
DONALD	LONG	ASE CERTIFIED MEMBER
ROBERT	LORIMER	ASE CERTIFIED MEMBER
CHARLES	LYNCH	ASE CERTIFIED MEMBER
DON	MANGEL	ASE CERTIFIED MEMBER
DANNY	MEEHAN	ASE CERTIFIED MEMBER
SAMEER	MEHTA	ASE CERTIFIED MEMBER
KENNETH	MERKLEY	ASE CERTIFIED MEMBER
ROBERT	MERKLEY	ASE CERTIFIED MEMBER
STEPHEN	MERKLEY	ASE CERTIFIED MEMBER
LARRY	MOGAN	ASE CERTIFIED MEMBER
CODY	MULLIS	ASE CERTIFIED MEMBER
DAVID	MUTCHMAN	ASE CERTIFIED MEMBER
ERIC	NAIL	ASE CERTIFIED MEMBER
BRIAN	NELSON	ASE CERTIFIED MEMBER
LOREN	NEWKIRK	ASE CERTIFIED MEMBER
JEFFREY	NEYENHAUS	ASE CERTIFIED MEMBER
JEROME	NORDHOFF JR	ASE CERTIFIED MEMBER
KELLY	PETRY	ASE CERTIFIED MEMBER
SHANE	PETTY	ASE CERTIFIED MEMBER
JOSEPH	PIERCE JR	ASE CERTIFIED MEMBER
NICHOLAS	PUND	ASE CERTIFIED MEMBER
TIMOTHY	RAPP	ASE CERTIFIED MEMBER
DAVE	RASCHE	ASE CERTIFIED MEMBER
KEITH	RECKER	ASE CERTIFIED MEMBER
ROBERT	RICHMOND	ASE CERTIFIED MEMBER
MICHAEL	RIDDLE	ASE CERTIFIED MEMBER
JASON	ROBBINS	ASE CERTIFIED MEMBER

ERIC	ROGERS	ASE CERTIFIED MEMBER
JAY	RUSSELL	ASE CERTIFIED MEMBER
JERROD	SCHIPP	ASE CERTIFIED MEMBER
FRANCIS	SCHLACHTER JR	ASE CERTIFIED MEMBER
JAMES	SCHMITT	ASE CERTIFIED MEMBER
KEVIN	SCHMITT	ASE CERTIFIED MEMBER
JOSEPH	SCHWENK	ASE CERTIFIED MEMBER
BRIAN	SEGER	ASE CERTIFIED MEMBER
MARK	SIMS	ASE CERTIFIED MEMBER
PHILIP	SMALL	ASE CERTIFIED MEMBER
JOSEPH	SPEDALE	ASE CERTIFIED MEMBER
WILLIAM	SPENCER	ASE CERTIFIED MEMBER
CLARENCE	SPIVEY	ASE CERTIFIED MEMBER
ROBERT	STEVENS	ASE CERTIFIED MEMBER
MARK	TEGMEYER	ASE CERTIFIED MEMBER
BRIAN	UNDERHILL	ASE CERTIFIED MEMBER
SHANNON	WALKER	ASE CERTIFIED MEMBER
MICHAEL	WARD	ASE CERTIFIED MEMBER
JONATHAN	WEAVER	ASE CERTIFIED MEMBER
DAVID	WEIKERT	ASE CERTIFIED MEMBER
PAUL	WESSEL	ASE CERTIFIED MEMBER
ROBERT	WESSEL	ASE CERTIFIED MEMBER
RODNEY	WEYER	ASE CERTIFIED MEMBER
PATRICK	WHITE	ASE CERTIFIED MEMBER
BRIAN	WILL	ASE CERTIFIED MEMBER
DONNA	JOHNSON	CALIBRATION TECHNICIAN
RICHARD	PEARSON	CALIBRATION TECHNICIAN