NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Ruby Johnson, Purchasing Director

Date: October 9, 2012

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CDW GOVERNMENT, INC., TO PIGGYBACK AN AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE FOR INFORMATION TECHNOLOGY SERVICES, EQUIPMENT AND ACCESSORIES NECESSARY TO MAINTAIN AND IMPROVE THE CITY'S INFORMATION TECHNOLOGY INFRASTRUCTURE, ON AN AS-NEEDED, WHEN NEEDED BASIS, AT A COST NOT TO EXCEED FIVE HUNDRED THOUSAND (500,000.00) FOR A TWO YEAR PERIOD; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting authorization to piggyback the National Joint Powers Alliance (NJPA) Cooperative Contact for Information Technology Solutions for a two year period in the amount not to exceed $500,000 during the term on the contract.

BACKGROUND

The NJPA is a national procurement organization that competitively solicited an IT Solutions contract to allow government agencies to participate in discounted IT purchases. Currently, there are over 1,000 government agencies that utilize and participate in the Strategic Alliance Volume Expenditures (SAVE) cooperative program. The contract is awarded to CDW-Government.

The IT Department will utilize this contract as a vehicle to purchase technology goods and services for the City for the numerous upcoming projects.

ATTACHMENT

Resolution

Ref: 46-11-12PB

L

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CDW GOVERNMENT LLC, TO PIGGYBACK AN AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE FOR INFORMATION TECHNOLOGY SERVICES, EQUIPMENT AND ACCESSORIES NECESSARY TO MAINTAIN AND IMPROVE THE CITY'S INFORMATION TECHNOLOGY INFRASTRUCTURE, ON AN AS-NEEDED, WHEN-NEEDED BASIS, AT A COST NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (500,000.00) FOR TWO (2) YEARS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") requires Information Technology (IT) hardware, software, accessories and related services to maintain and update the City's IT infrastructure critical for City administration and for day-to-day operations, on an as-needed, when-needed basis ("Services"); and

WHEREAS, the National Joint Powers Alliance ("NJPA") is a Municipal Government Service Cooperative created by the State of Minnesota Statute § 123A.21, with the directive and commitment to offer cooperative procurement services to cities, counties, governmental agencies, public and private educational agencies and non-profit organizations in all fifty (50) states; and

WHEREAS, on October 08, 2009, the NJPA issued ***Invitation for Bid Technology Solutions with Related Equipment and Accessories, IFB #111309*** ("IFB") for the provision of Services under an exclusive contract to a qualifying bidder meeting or exceeding NJPA requirements, at a competitive price; and

WHEREAS, CDW Government LLC, ("Contractor"), was competitively selected by the NJPA for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB; and

WHEREAS, faced with a growing demand for public services, the City is in desperate need of maintaining and updating its IT infrastructure, in order to continue to function efficiently and diligently as a public entity; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities and cooperatives ("Piggyback"), such as the NJPA; and

WHEREAS, in accordance with Ordinance No. 1244, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to execute an agreement, in substantially the attached form, for the provision of Services at a competitive price to the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Professional Services Agreement, in substantially the attached form, between the City of North Miami and CDW Government LLC, to piggyback an agreement with the National Joint Powers Alliance for Information Technology Services, Equipment and Accessories necessary to maintain and improve the City's Information Technology Infrastructure, on an as-needed, when-needed basis, at accost not to exceed Five Hundred Thousand Dollars (500,000.00) for two (2) years.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of October, 2012.

_____
ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT

(IT SERVICES AND EQUIPMENT – PIGGYBACK NJPA IFB #111309)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL 33161 ("City") and **CDW Government LLC**, a foreign limited liability company organized and registered to do business in the State of Florida, having its principal business address at 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, the National Joint Powers Alliance ("NJPA") is a Municipal Government Service Cooperative created by the State of Minnesota Statute § 123A.21, with the directive and commitment to offer cooperative procurement services to cities, counties, governmental agencies, public and private educational agencies and non-profit organizations in all fifty (50) states; and

WHEREAS, on October 08, 2009, the NJPA issued ***Invitation for Bid Technology Solutions with Related Equipment and Accessories, IFB #111309*** ("IFB") for the provision of Information Technology (IT) hardware, software, accessories and related services, to award an exclusive contract to a qualifying bidder meeting or exceeding NJPA requirements; and

WHEREAS, Contractor was competitively selected by the NJPA for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and or services from current contracts of other governmental entities and cooperatives ("Piggyback"), such as the NJPA; and

WHEREAS, City administration requires the provision of Services in order to maintain and update the City's IT infrastructure, critical for City administration and for day-to-day operations, on an as-needed, when needed basis.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 National Joint Powers Alliance, *Invitation for Bid Technology Solutions with Related Equipment and Accessories, IFB #111309*, attached hereto as Exhibit A;

2.1.2 Contractor's Bid Offering, Acceptance and Award Form dated January 21, 2010, attached hereto as Exhibit B;

2.1.3 Any additional documents which are required to be submitted in the provision of Services.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The IFB.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The Initial Term of this Agreement shall be two (2) years from the date of execution. Following the Initial Term, the City shall have two (2) options to renew the Agreement in writing, on a year by year basis.

3.2 The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00) per year as compensation for the provision of Services to the City, in accordance with the terms, conditions and specifications contained in the IFB.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 The Contractor shall provide the City Services including, but not limited to, computers, printers and other computer peripherals, network equipment, routers, enterprise network solutions, backup solutions, storage area network, and professional services, on an as-needed, when needed basis ("Services"). Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict with public operations.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional Services on projects assigned to the Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 10 - NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor:	CDW Government LLC 200 N. Milwaukee Avenue Vernon Hills, Il 60061
To City:	City Manager City of North Miami 776 NE 125th Avenue North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 - INDEMNIFICATION

12.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - WARRANTY

13.1 The Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the Contract Documents and that the Services will be free from defects whether patent or latent in nature.

13.2 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

ARTICLE 14 - INSURANCE

14.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the IFB and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

14.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of

Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 15 - FORCE MAJEURE

15.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

CDW Government LLC, a foreign limited liability company

"**Contractor**":

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation: "**City**"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

Exhibit "A"

NJPA
National Joint Powers Alliance
200 First Street NE • Staples MN, 56479
888-894-1930 • www.njpacoop.org

ADDENDUM #1
to
The National Joint Powers Alliance®
Invitation for bid (IFB
#111309
for the procurement of:

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

Due to a scheduling conflict, the Pre-Bid seminar for this IFB will be changed

FROM

Friday October 30, 2009 at 10:00AM Central Time

TO

Thursday October 29, 2009 at 10:00AM Central Time.

National Joint Powers Alliance®

By_____ Its Executive Director

Name Printed: Gary L. Nytes

Dated October 26, 2009

National Joint Powers Alliance® (herein NJPA) Invitation For Bid (herein IFB)

for the procurement of

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

IFB Opening

November 13, 2009
2:00 p.m.
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

IFB #111309

The National Joint Powers Alliance® (NJPA) issues this Invitation For Bid (IFB) to provide TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning October 8, 2009 and continuing until October 29, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until November 13, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The text above is the Public Notice to Bidders to be used by NJPA.

IFB Timeline

October 8, 2009 and October 15, 2009	• *Publication of IFB in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
October 29, 2009	• *Deadline for IFB requests*
October 30, 2009 10:00AM Central	• *Pre-Bid Conference (webcast – conference call)*
November 13, 2009 2:00 p. m.	• *Deadline for Submission of Bids, and Public Opening of bids*

Direct questions regarding this IFB to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

IFB Procedures offers the methods for submitting questions.

NJPA
National Joint Powers Alliance
200 First Street NE • Staples MN, 56479
888-894-1930 • www.njpacoop.org

CORRECTED

ADDENDUM #2
to
The National Joint Powers Alliance®
Invitation For Bid (IFB)
#111309
for the procurement of:

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

Thank you to all of the participants in the "Pre-Bid Conference" today. As a result of questions there and after we have the following clarifications to the IFB:

Authorization as a Re-Seller: Please disregard the requirement to collect and submit Re-Seller authorizations as that is an unreasonable request in this particular market place due to the large number of Manufacturers.

Question and answer period: The question and answer period ends seven days prior to the bid due date, or in this case Friday October 30, 2009. I erred on the pre-bid in stating the end of the question and answer period was today. The reason I moved the date of the pre-bid conference (typically the close of question/answer) is because I will be out of the office all day October 30, 2009. I will therefore not be answering questions submitted that day until Monday November 2, 2009.

Thank you again for your participation and your anticipated bid submissions.

National Joint Powers Alliance®

By Gregg Meierhofer, Its Manager of Bids and Contracts
Gregg Meierhofer

Dated: 10-29-09

NJPA
National Joint Powers Alliance
200 First Street NE • Staples MN, 56479
888-894-1930 • www.njpacoop.org

ADDENDUM #2
to
The National Joint Powers Alliance®
Invitation For Bid (IFB)
#111309
for the procurement of:

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

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Thank you again for your participation and your anticipated bid submissions.

National Joint Powers Alliance®

By _____, Its Manager of Bids and Contracts
Gregg Meierhofer

Dated:

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10. FORMS

I. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a Municipal Government Service Cooperative created by Minnesota Legislative Statute §123A.21 with the directive and commitment to offer, among other things, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products and services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative purchasing contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all bids, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

B. JOINT EXERCISE OF POWERS LAWS

1.4 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other states. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59. The Minnesota "Joint Exercise of Powers Law" states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY BID A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.5 National Cooperative Procurement Contracts create value for both governmental buyers and their Vendors of products and services in two ways:

1.5.1 We **save the time and effort** of many governmental buyers bringing individual procurement bids AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.5.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded bid response is likewise exposed to thousands of potential purchasing units nationwide.

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

1.7 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this IFB, substantial volume is anticipated and volume pricing is requested.

1.8 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual bidding process.

D. THE INTENT OF THIS IFB

1.9 The intent of this bid is to award an Exclusive Contract to a qualifying manufacturer Bidder demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES.** Qualifying Bidders must be able to demonstrate the knowledge of applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, with potential to serve internationally. All bids received will be evaluated based on (among other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.10 A response to this IFB can be in the form of a Line-Item Pricing *or* Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, accessories and services within the **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES** industry. Those products and services must be those most used and desired by NJPA and NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.11 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer if such action is in the best interests of NJPA and NJPA Members.

1.12 Multiple Awards: NJPA reserves the right to award a Contract to multiple Bidders where the responding Bidders are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and NJPA Members

1.13 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee and on the best interests of NJPA and NJPA Members. NJPA is seeking a Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and executed Vendor Agreement to be marketed through the NJPA to its participating members.

1.14 Best Responsive – Responsible Bidder: It is the intent of the NJPA to award a Contract to the best responsible and responsive Bidder(s) offering the best overall quality and selection of products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB.

1.15 Sealed Bids: NJPA will receive sealed bid responses to this IFB in accordance with accepted standards set forth in the Minnesota Procurement Code and municipal contracting law. Awards may be made to responsible and responsive Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members.

1.16 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 NJPA Members. NJPA and/or its members reserve the right to obtain like goods and services from another source.

1.17 NJPA's Interest in a contract resulting from this IFB: Not withstanding its own consumption, to the extent NJPA issues this IFB and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive bidding process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured therefrom.

1.18 Sole Source of responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products and services. NJPA also desires a sole source of responsibility with regard to:

1.18.1 Scope of Products and Services: NJPA desires a single provider for the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.18.2 Vendor **use of sub-contractors in sourcing or delivering goods and services:** NJPA desires a single source of responsibility for products and services bid. Bidder's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Bidder and are involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any such Sub-Contractor.

E. SCOPE OF THIS BID

1.19 Solutions Based Invitation:

1.19.1 All potential Bidders are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the Bidder's products and services.

1.19.2 With this intimate knowledge of NJPA and NJPA Member's needs, Bidders are instructed to provide their bid response in a format describing their solutions to those current and future needs and requirements.

1.19.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.19.3.1 Materials Only Solution: A Materials 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 materials being bid.

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

1.19.3.3 Good, Better, Best: Where appropriate and properly identified, Bidders are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.19.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Bidders are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.20 Geographic Area to be Bid: This IFB invites bids to provide **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Bidders 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 to serve Canada, for instance, will be viewed as a value-added attribute.

1.21 Manufacturer as a Bidder: If the Bidder 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 Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor bidder 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 IFB on behalf of the Manufacturer or wholesale distributor Bidder. Any such dealer will be considered a sub-contractor of the Bidder/Vendor. The relationship between the Manufacturer or wholesale distributor Bidder and its Dealer Network may be proposed at the time of the bid submission if that fact is properly identified.

1.22 Dealer/Re-seller as a Bidder: If the Bidder is a dealer or re-seller of the products and/or services being bid, the response will be evaluated based on the Bidder's authorization to provide those products and services from their manufacturer. Where appropriate, Bidders must document their authority to offer those products and/or services.

1.23 Contract Term: NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. 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 NJPA Members.

1.24 Minimum Contract Value: NJPA anticipates considerable activity resulting from this IFB 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.

1.25 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.26 Largest Possible Solution: If applicable, Contracts will be awarded to Bidder(s) able to deliver a bid meeting the entire needs of NJPA and NJPA Members within the scope of this IFB. NJPA prefers Bidders submit their complete product line of products and services described in the scope of this bid. NJPA reserves the right to reject specific products bid as a part of the award.

1.27 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 agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.28 Bidder's Commitment Period: In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety (90) days after the date bids were opened regarding this IFB.

F. SPECIFICATIONS FOR PRODUCTS AND SERVICES BEING BID

1.29 Industry Standards: Except as contained herein, the specifications for this IFB shall be those accepted guidelines set forth by the **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES** industry as they are generally understood and accepted within that industry across the nation. Submitted products, related services, and their warranties are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members.

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

1.30 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Bidder to deliver the Bidder's "Solution" to NJPA and NJPA Member's needs.

1.31 Commonly used Goods and Services: It is important that the products submitted are the products, supplies, and equipment commonly requested by NJPA or NJPA Members.

1.32 New Current Model Goods: Bids submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Bidder's "Hot List" described herein.

1.33 Compliance with laws and standards: All items supplied on this Contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards, and any other applicable safety or regulatory standards or codes.

1.34 Delivered and operational; Products offered herein are to be bid based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in your bid response.

1.35 Warranty: The Bidder/Vendor 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 Bidder has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.36 Bidder's Warrants: The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this IFB including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.37 By execution and delivery of a bid, Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Bidder 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 submitted offer (see Gratuities); and,
4. The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.38 A response to this IFB is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products and services contained in and referenced to in this invitation.

1.39 All stated terms and conditions, expectations to include the goals, intent and scope of this IFB as described as a part of this IFB are to be considered binding under the signatures of authorized parties and

are part of the Contract.

2. DEFINITIONS

A. BIDDER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Bidder must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this IFB.

2.2 Potential Bidder- A person or entity requesting a copy of this IFB.

2.3 Bidder- A person or entity delivering a timely response to this IFB.

2.4 Vendor- One of a number of Bidders whose bid has been awarded a contract pursuant to this IFB.

B. CONTRACT

2.5 "Contract" as used herein shall mean cumulative documentation consisting of this IFB, an entire Bidder's response, and a fully executed "Acceptance and Award."

C. TIME

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

F. BIDDERS RESPONSE

2.7 A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this IFB.

G. CURRENCY

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

3. INSTRUCTIONS TO PREPARING YOUR BID

A. PREBID CONFERENCE

3.1 A pre-bid conference will be held at the date and time specified in the time line on page one of this IFB. Conference call and web connection information will be sent to all Potential Bidders through the same means employed in their enquiry. The purpose of this conference call is to allow Potential Bidders to ask questions regarding this IFB.

B. IDENTIFICATION OF KEY PERSONNEL

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

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

C. BIDDERS EXCEPTIONS TO TERMS AND CONDITIONS

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

3.5 Exceptions, Deviations or contingencies stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification of a bid response.

D. FORMAL INSTRUCTIONS TO BIDDERS

3.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

3.7 All bids must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All bids must be submitted in both hard copy and electronic formats (on a compact disc). Both hard copy and electronic bids must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic bid submissions should be submitted in a nested file structure where the root file is entitled "Bid Response". Files contained in the root file should be entitled "Tab A, Tab B,..." Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each bid must be submitted with the exception of a single original bid security submitted in one response copy with a copy of the bid security in the second response copy. All Bid forms must be legible. All appropriate forms must be executed by an authorized signatory of the Bidder. Blue ink is preferred for signatures.

3.10 Electronic bid submissions should be submitted using the electronic forms provided. If a Bidder chooses to use alternative documents for their response, the bidder will be responsible for ensuring the content is effectively equal to the NJPA form and that the document is in a format readable by NJPA.

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic only format in an effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

3.12 It is the responsibility of the Bidder to be certain that the bid submittal is in the physical possession of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the bid number, bid category name, the message "Hold for Bid Opening", and the deadline for bid submission. NJPA cannot be responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

3.13 Corrections, erasures, and interlineations on a Bidder's response must be initialed by the authorized signer in original ink on all copies to be considered.

3.14 Addendums to the IFB: The Bidder is responsible for ensuring receipt of all addendums to this IFB.

3.14.1 Bidder's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this IFB.

3.14.2 Addendums to this IFB can change terms and conditions of this IFB including the deadline for submission of bids.

E. CONTENTS AND TABBING OF BID SUBMISSION

3.15 In order to insure that every bid receives a fair evaluation and comparison, it is required that each Bidder tab and label their bid as indicated on Form A "Vendor Questionnaire."

F. QUESTIONS AND ANSWERS ABOUT THIS IFB

3.16 Upon examination of this IFB document, Bidder shall promptly notify the Coordinator of Bids and Contracts of any ambiguity, inconsistency, or error that they may discover. Interpretations, corrections and changes to this IFB must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidder shall not rely upon such.

3.17 Submit all questions about this IFB, in writing, referencing **"TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or IFB@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the IFB. Requests for additional information or interpretation of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. CST of the seventh (7th) calendar day prior to bid due-date cannot be answered.

3.18 If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the IFB itself, the answer to the question will become an addendum to this IFB.

3.19 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other Inquirers or the IFB itself, no further documentation of that question is required.

3.20 As used in this solicitation, clarification means communication with a Potential Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the IFB.

3.21 Addenda are written instruments issued by the NJPA that modify or interpret this IFB. All addenda issued by the NJPA shall become a part of the IFB. Addenda will be delivered to all Potential Bidders using the same method of delivery of the original IFB material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Bids" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each Potential Bidder shall ascertain prior to submitting a Bid that it has received all addenda issued, and the Bidder shall acknowledge their receipt in its Bid Response.

3.22 An amendment to a submitted bid must be in writing and delivered to NJPA no later than the time specified for opening of all bids.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

3.23 A submitted bid may not be modified, withdrawn from or cancelled by the Bidder for a period of ninety (90) days following the date bids were opened regarding this IFB. **Prior** to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Potential Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidder.

H. VALUE ADDED ATTRIBUTES, PRODUCTS, AND SERVICES

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

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Bidder's Questionnaire and Bidder's product and service submittal and must be tabbed under Tab 4.

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

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

3.28 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products and services they purchase. Please identify any "Green" characteristics of the goods and services in your bid and identify the sanctioning body determining that characteristic.

3.29 Green Products and Green Vendors: NJPA, NJPA Members, and Vendors alike are responsible for being good stewards of the planet we share. Vendors are asked to, not only provide green products, but also to notify NJPA and NJPA Members of the green characteristics of those products. With this information NJPA and NJPA Members have the opportunity to both choose green products and comply with certain green regulations and initiatives.

3.30 On-Line Shopping/Ordering systems: On-line shopping and ordering systems will be viewed as a value-added characteristic.

3.31 Financing: The ability of the Bidder to provide financing options for the products and services being bid will be viewed as a Value Added Attribute.

I. BID SECURITY

3.32 A bid security in the amount of $10,000, in the form of a bid security or a cashier's check payable to NJPA, will be required of all Bidders to insure the Bidder's performance in completing the "Contract" contemplated herein. The bid security (or cashier's check) will be released to the Bidder following the execution of all documents required to complete the proposed "Contract" or the end of the required 90 day commitment period, whichever comes first. Bid securities must be issued by an Admitted Surety rated a or better (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID SECUIRYT MUST BE PROVIDED WITH THE BID SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.
- THE BID SECURITY SHALL IDENTIFY NJPA AS THE OBLIGEE/PAYEE.
- THE BID SECURITY SHALL HAVE THE BIDDER IDENTIFIED AS THE OBLIGOR/PAYOR.

3.33 THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO INSURE THAT THE AWARDED BIDDER FOLLOWS THROUGH IN THE DEVELOPMENT AND EXECUTION OF THEIR MARKETING PLAN. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID SECURITY OR CASHIERS CHECK IN THE EVENT THE AWARDED BIDDER FAILS TO INITIATE AND EMBRACE SAID MARKETING PLAN TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.34 All Bidders must provide verification of liability insurance coverage with their bid submission. A commercial general liability insurance policy will be required documenting standard coverage limits of at least $1 million/$2 million and standard automobile coverage. Evidence of the required insurance shall be provided by means of a certificate of insurance and documented under Tab 3.

Prior to commencing services under this Contract, successful Bidder shall provide and maintain during the entire life of this Contract a certificate of insurance with the above limits and having NJPA identified as an **additional insured**. The coverage is to be maintained in full effect during the term of any Contract resulting from this IFB.

K. ORDER PROCESS AND/OR FUNDS FLOW

3.35 Please propose an order process and funds flow for your bid. Please choose from one of the following:

3.35.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this IFB.

3.35.2 Through NJPA: If the order process and/or funds flow are proposed to be processed through NJPA, (that is NJPA receives orders from NJPA Members and places orders from the Vendor AND/OR NJPA invoices and collects funds from NJPA Members and pays invoices from the Vendor), please detail the proposed process for these transactions including their timing, potential charges related to timing, and any line-of-credit relationship to be established.

3.35.3 Other: Please fully identify.

L. ADMINISTRATIVE FEES

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

3.36.1 Calculated as a percentage of the dollar volume of all goods and services provided to and purchased by NJPA and NJPA Members, and

3.36.2 Included in, and not added to, the pricing included in Bidder's response to this IFB, and

3.36.2 Established as a part of the Vendor Agreement process, and

3.36.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment,

Vendor training, and the order/product/funds flow of the Contract resulting from this IFB.

3.36.3.1 Typical administrative fees for a B-TO-G order process and funds flow can be 2.0%.

3.37 The opportunity to propose these factors and an appropriate administrative fee is available in the questionnaire part of this IFB.

4. PRICING STRATEGIES

4.1 NJPA requests that Potential Bidders respond to this IFB only if they are able to offer a wide array of products and services at prices lower than what they would ordinarily offer to single government agency, larger school district, or regional cooperative bid.

4.2 This IFB is an "Indefinite Quantity Unit Price Request" with potential national sales distribution and service. You are agreeing to fulfill Contract obligations regarding each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 4, and copied on a CD along with other requested information as a part of a Bidder's Response.

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

4.4 Primary Pricing/Secondary Pricing Strategies- All bidders will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," "Percentage Discount from Catalog Pricing," or a combination of these two pricing strategies. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

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

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those service on a unitized basis, The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this IFB) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped logical combination of product and service and could be priced per square foot. Whether pricing services or logical combinations of products and services, pricing per unit of product/product and service must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, and easily understood by the bid review committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Bidder's bid.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Bidders are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet.

4.11 Bidders are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "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

4.12 Percent Discount From Catalog or Category Pricing- A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalog price for the products or services being bid. The "Base or List Price" is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Bidder sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Bidder is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a "Base Price" for products from one or more published catalogs. The "Base Price" will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Bidder or by the Bidder's supplier. "Published" means generally available to a dealer network distributing those products and services being bid in either print or electronic formats where an "Auditor" may verify the "Base Price" of a product bid during the term of a Contract.

4.16 When a Bidder elects to use "Percentage Discount from Catalog or Category," Bidder will be responsible for providing and maintaining current "Base or List Pricing" with NJPA both in their Bid and throughout the term of any Contract resulting from this IFB.

4.17 New "Base or List Price" Catalogs may be submitted for review throughout the term of the Contract. NJPA reserves the right to review subsequent catalogs submitted to determine if the represented products reflect the contracted products and equipment. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs will result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract would be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. HOT LIST PRICING

4.18 NJPA also invites the Vendor, at their option, to offer a specific selection of most commonly used products, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product pricing, including the Hot List Pricing must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Consideration and valuation points will be given to the most advanced selection of Hot List Pricing

products. Providing a "Hot List" of products is optional. Products and services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.19 Hot List pricing may also be used to discount and liquidate close-out and discontinued products 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.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to meet the specific needs of an NJPA Member.

4.22 Allowable specific needs may include commitments for certain purchase volume commitments or the establishment of custom programs based on the individual competitive market needs of certain NJPA Member.

E. VOLUME PRICE DISCOUNTS

4.23 Bidder's/Vendor's are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a Contract resulting from this IFB. Volume commitment levels shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

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

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

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and services within the scope of this IFB which are not included in an awarded Vendor's line-item listing or "list or catalog" known as Sourced Goods.

4.27 An awarded Vendor resulting from this IFB may "Source" these products for NJPA or NJPA Member to the extent that they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Document the Vendor's "Total Cost of Acquisition" of such Sourced goods, and

4.27.3 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA or NJPA Member.

G. TOTAL COST OF ACQUISITION-

4.28 The Total Cost of Acquisition for the products and services being bid, including those payable by NJPA or NJPA Members to either the Bidder or a third party, shall be disclosed in the Bidder's response including but not limited to:

- The capitalized cost of the base products and services being bid,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products and services being bid.
- The cost of delivery and installation (where applicable) of the products and services and any accessories being bid.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products and services being bid and making it operational at the purchaser's site.

4.29 The Total Cost of Acquisition is to be stated "As Bid." As an example, a materials only bids, or portions of bids, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key bid must include the total costs to be incurred in the process of delivering that combination of products and services.

H. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.30 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.31 New products and services may be added to a Contract resulting from this IFB at any time during that Contract to the extent that those products and services are within the scope of this IFB. Those requests are subject to review and approval of NJPA. Allowable new products generally include new updated models of products and services previously offered which reflect new technology and improved functionality.

4.32 Bidders 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 IFB.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1)within the scope of the original bid, and 2)in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original bid, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.36 Our intent here is to encourage you, the Vendor, to provide and document our due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from you, and we are requiring it in this format.

I. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to bid their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new models replacing old models cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.39 Price Change Request Format: An awarded Bidder will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying, where appropriate, both current and proposed pricing. Attachments such as letters from material suppliers announcing price increases are appropriate for documenting your requests here.

J. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document that consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.40.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What items prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state that, "All paper products increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state that, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.40.2 An excel spreadsheet identifying all products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

a. Include all products regardless of whether their prices have changed. By observing this convention we will:

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

ii. Create a historical record of pricing.

K. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and with each request for product addition, deletion, and pricing change; all products and services available, and the prices for those products and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.42 Bidder's/Vendor's may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

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

4.44 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this IFB.

L. PAYMENT TERMS

4.45 Payment terms will be defined by the Bidder in the Bidder's response. Bidders are encouraged to offer discounts for prompt payment. Bidders are encouraged to offer payment terms through P Card services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your bid. Bidders must submit an example of the lease agreement to be used. Bidders must identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Bidder and the Leasing Company

M. SALES TAX

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

N. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only bids, or sections of bids, must be defined and tabbed under Tab 4 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "bid pricing."

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

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

4.53 A restocking fee may only be charged on products ordered and that have been delivered to the member's site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

4.54 Bidder agrees that shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the "Shipping Program" of a Bidder's response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.57 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.58 The NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

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

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

O. NORMAL WORKING HOURS

4.61 Prices quoted are for products and services delivered during normal business hours. Normal Business hours will be 1) as specifically defined herein, defined through industry standards OR defined

through statement contained in the purchase/work order issued pursuant to a Contract resulting from this IFB.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this IFB is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, the feet-on-the-street sales force who will be carrying this Contract opportunity in the field to NJPA and NJPA Members in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively bid national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual IFB's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Bidder must demonstrate the ability to both market and service their products nationwide. Please demonstrate that your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Bidder must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Bidder will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and other places.

5.4.2 Press releases and advertisements. Bidder will identify a marketing plan identifying their anticipated press releases, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Bidder's Website. Bidder will identify how an Awarded Contract will be displayed on the Bidder's website. An on-line shopping experience for NJPA and NJPA Members will be viewed as a value-added attribute to a Bidder's response.

5.4.4 Trade Shows. Bidder will outline their proposed involvement in the promotion of a Contract resulting from this IFB through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors will be required to participate in the following trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Bidder must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products and services to current and potential NJPA Members. NJPA reserves the right to deem a bidder non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help the NJPA rollout this program to current and potential NJPA Members. NJPA requires that the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and dealer training programs involving both Vendor and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and NJPA Members.

5.7 Facilitating NJPA Membership: Bidder should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Bidder should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. BID OPENING PROCEDURE

6.1 Sealed and properly identified Bidder's Responses for this IFB entitled **"TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES"** will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479

until the deadline for receipt of, and opening of bids at **2:00 p.m. on November 13, 2009.** The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning October 8, 2009and continuing until 4:00 p.m. on October 29, 2009.** A letter or e-mail request is required to receive a complete IFB. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or IFB@njpacoop.org to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed package. The outside of the package shall plainly specify **"TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES, "** To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

7. EVALUATION OF BIDS

A. THE BID EVALUATION PROCESS

7.1 NJPA will use a 1000-Point Evaluation System to help determine the best overall Bidder(s) selection. Bonus points may be available for specific bid characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Bidder stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set forth under "Bidder Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Bidder(s) based on the recommendations of the Bid Review Committee.

7.6 The procurement activities of the NJPA Bid Review Committee are limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. BIDDER RESPONSIVENESS

7.7 Bidder's Responses received after the deadline for bid submission will be invalid and returned to the Potential Bidder unopened.

7.8 An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered. All bids must contain answers or responses to the information requested in the bid forms. Any Bidder failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non responsive.

7.10 To qualify for evaluation, a bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to

all the terms and conditions in the solicitation to be considered responsive.

7.11 The Bid Review Committee shall utilize the following criteria to evaluate all bids received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the bid opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The bid response is received prior to the deadline for submission.
2. The bid package was properly addressed and identified.
3. The bid response contains the required bid security.
4. The bid response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Bidder that meets or exceeds those set within the solicitation.
7. Information from references and past performance information (PPI), including past member approval.
8. Demonstrates that they offer the most current industry standard products and/or services. Yes/No
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates that their products and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products and services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. bid security, insurance certificates, licenses, and/or registration certificates required to do business nationally. Yes/No
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products, services and warrantees provisions with their associated units of costs.
16. Hot List Pricing of the most commonly purchased items in a Line-Item Pricing format (where applicable).
17. Contract Pricing submitted as requested to include Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing.

C. BID EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these specifications, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Questionnaire.

7.14 The fact that a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent of this IFB will not be considered sufficient cause to adjudge this IFB as restrictive.

7.15 The Bidder is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

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

7.17 Consideration will be given in the bid evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Bidder to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this bid will be positively reviewed.

7.18 Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's standards.

7.19 Strong consideration will be given to a Bidder's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Nature and extent of company data furnished in Bidder's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service NJPA and NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting the shipping and delivery of products and services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Warranty and product/service responsibility.

7.22 The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

7.23 A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

7.24 The NJPA reserves the right to reject the Bidder's Response of the apparent successful Bidder where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this IFB and potential Contract.

7.25 The NJPA shall reserve the right to reject any or all bids. NJPA also reserves the right to reject a bid not accompanied by required bid security, other data required by this IFB, or if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Bidders.

7.26 Overall Evaluation (FORM G) - The NJPA Bid Review Committee will evaluate bids received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each item.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Bid Review Committee based on criteria identified as being both "optional" and "having additional value" to the bid being reviewed.

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event that the evaluation committee feels it in necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Bidder for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products shall be selected by the NJPA bid review committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Bidder will receive the full point value and all other Bidders will receive points as follows: Lowest price Bid=5 (where there are five bidders), and inferior bids = 4, 3, 2, 1 points each. The Total Score for each bidder will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 The NJPA reserves the right to request and test products and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the NJPA, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

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

G. WAIVER OF BID FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. VENDOR AGREEMENT

8.1 An Awarded Bidder will be offered a Vendor Agreement with NJPA. This agreement will be separate from any Contract resulting from this IFB and will be used to identify Vendor and NJPA marketing responsibilities, product and service order and payment flow responsibilities, and the establishment of the administrative fee payable by Vendor to NJPA for the facilitation of the Contract. In the event the

awarded Bidder and NJPA are not able to execute an acceptable Vendor Agreement, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid security and retain the funds in the event the Bidder fails to enter into a Contract with NJPA within 90 days after the date bids were opened regarding this IFB.

8.2 Successful Bidder(s) will be notified that their Bidder's Response has been recommended for award by the NJPA Review Committee. The recommended Bidder and the NJPA contract department will then work out details of the Vendor Agreement implementation including:

- Marketing plan
- Order processing procedures
- Contract marketing activities
- Contract management for the Vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.
- A commitment by the Vendor to attend and promote a resulting Contract through the use of a display booth at four or more national trade shows. NJPA and Vendor will jointly select the trade shows to attend.
- Execution of the Vendor Agreement.

B. SUBSEQUENT AGREEMENTS

8.3 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Contract resulting from this IFB. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.4 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.5 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this IFB.

8.6 Asset **Management Contracts:** Asset Management type contracts can be initiated pursuant to a Contract resulting from this IFB at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this IFB, however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this IFB.

8.7 Specialized Service Requirements- In the event that 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 IFB; NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this IFB.

Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service.

8.8 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 goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

C. NJPA MEMBER SIGN-UP PROCEDURE

8.9 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary "Paper Trail" connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.10 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.11 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.12 It is agreed that the completion of a Member Sign-up form expressing the Qualifying Member's decision to participate under a Contract resulting from this IFB, signifies the NJPA Member's acceptance of a Contract resulting from this IFB, and all its specifications, terms and conditions therein.

D. REPORTING OF SALE ACTIVITY

8.13 A report of the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this IFB and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, a description of the items purchased.

E. AUDITS

8.14 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality

agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

F. HUB VENDORS

8.15 Hub Vendor: NJPA Members may, from time to time, request a Vendor resulting from this IFB to serve them through a "Hub Vendor" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this IFB may reject such a request provided they provide written notice of that rejection.

8.16 Hub Vendor Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Vendor in the transaction provided that:

8.16.1 The NJPA Member be notified by the Vendor that additional charges may apply; and
8.16.2 The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

G. TRADE-INS

8.17 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be 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 to that purchase order.

H. TERMINATION OF CONTRACT RESULTING FROM THIS IFB

8.17 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for Purchase Orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this IFB and the expectations of NJPA.

8.18 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.19 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

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

8.21 The NJPA reserves the right to cancel or suspend the use of any Contract resulting from this IFB if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Bidder/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.22 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

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

8.24 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this IFB within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this IFB to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF THIS IFB

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA such as Onvia and Bidsync.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS IFB

9.2 Bidder/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this IFB and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products or services resulting from this IFB. All such laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

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

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

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Bidder/Vendor without prior written permission by the NJPA. No delegation of any duty of the Bidder/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

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

E. BIDDERS LIST

9.11 NJPA will not maintain or communicate to a bidders list. All interested bidders must respond to the solicitation as a result of one of the methods of bid advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly

soliciting bids.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

G. CONFIDENTIAL INFORMATION

9.13 If a Bidder wishes to withhold any part of its bid from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Bidder, in writing, of such determination prior to award of Contract to Bidder.

H. DATA PRIVACY

9.14 Bidder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. All terms and conditions of this IFB and the entire Bidder's response are to be considered a part of the resulting Vendor Agreement.

9.16 A Contract resulting from this IFB is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

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

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder/Vendor or any agent or

representative of the Bidder/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of products provided to the NJPA for demonstration, evaluation, or loan purposes are not considered gratuities.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Bidder/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Bidder/Vendor.

9.22 All responding Bidders must be licensed (where required) and have the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of material suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this IFB will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products and services provided by third party material or service providers.

P. NON-WAIVER OF RIGHTS

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

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by IFB number;

4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief sought.

R. PROVISIONS REQUIRED BY LAW

9.27 Bidder/Vendor agrees that in the performance of a Contract resulting from this IFB, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event that a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Bidder submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Bidder is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a statement to that effect.

9.32 If Bidder is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Bidder is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this IFB are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government

or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this IFB, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this IFB.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this IFB shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this IFB, 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.

BIDDER QUESTIONNAIRE

Form A

Bidder Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this IFB. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your bid response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this IFB.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of bid (CD).**
- **Bid Security (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

1) Provide the full legal name, address, and telephone number for your business.
2) Provide contact information for the primary contact person from your business relating to this IFB. (Form B)
3) Provide a brief history of your company that includes its goals and philosophy.
4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this IFB.
5) How long has your company has been in the **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES,** industry?
6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being bid?
   a) If the Bidder is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are bidding.
   b) If the Bidder is best described as a manufacturer, please describe your relationship with your sales/service force in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
7) For public companies, provide your most recent annual report to shareholders.
8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

TAB 2 Industry-Marketplace Successes

9) List and document recent industry awards and recognition.
10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Tab 3 Bidder's ability to sell and service nationwide.

13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?
14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products and services contemplated in this IFB? Are these individuals your employees, or are they employees of a third party?
15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
16) Identify any geographic areas of the United States you will **NOT** be serving.
17) Identify any of NJPA Member segment you will not be serving? (Government, Education, Non-profit)

Tab 4 Marketing Plan

18) Describe your general marketing program strategy to promote the proposed Contract nationally.
19) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send marketing materials in electronic format only to save paper.
20) Describe your use of the internet to provide marketing and product awareness.
21) Describe your perception of NJPA's role in marketing the partnership and products and services.
22) Describe the unique quality of the products in your bid in relationship to others available in the market.

Tab 5 Value Added Attributes

23) Describe any training programs available as options for members.
24) Describe technological advances your bid products offer.
25) Describe your "Green" program as it relates to your company, your products, and your recycling program.
26) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization or for related manufacturer or distributor directly involved in a Contract resulting from this IFB.
27) Identify any service contract options included in the bid price, or offered as a bid option, for the products or services being offered.
28) Identify your ability and willingness to service Canada specifically and internationally in general.

Tab 6 Payment Terms and Financing Options

29) Identify your payment terms. (net 30, etc.)
30) Identify any applicable leasing or other financing options as defined herein.
31) Briefly describe your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final Contract phase of this IFB process.

Tab 7 Warranty

32) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
33) Do all warranties cover all material and labor?
34) Do warranties impose usage limit restrictions?
35) Do warranties cover the technicians travel time to perform warranty repairs?
36) Please list any other limitations or circumstances that would not be covered under your warranty.
37) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Tab 8 Other cooperative procurement contracts held

38) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.
39) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.
40) Identify any GSA Contracts held or utilized by the Bidder.

Tab 9: Pricing

41) Provide a general narrative description of the products and services you are offering in your bid.
42) Provide a general narrative description of your pricing model identifying how the model works (line item or percentage discount – base model plus options – FTA certified or non FTA certified – Etc).
43) Provide a statement of pricing.
44) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
45) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this bid are:

_____ a. The same as we offer on single school district bids.
_____ b. The same as we offer to cooperatives and state purchasing departments.
_____ c. Better than we offer to purchasing cooperatives or state purchasing departments.

(Your bid will be considered "Non-Responsive" if this question is not answered.)

46) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
47) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
48) Identify the Bidder's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

_____

Authorized Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

Form B

BIDDER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

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

COMPANY PERSONNEL CONTACTS

Contract Manager:
_____

Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Form G. **OVERALL EVALUATION AND CRITERIA**

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for:_____

For the Bid Subject **TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	**Points Awarded**
Conformance to terms and conditions to include documentation	65	
Pricing	300	
Industry and Marketplace Successes	50	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bider's Marketing Plan	25	
Value Added Attributes	75	
Payment Terms and Financing Options	25	
Warranty Coverages and Information.	50	
Other Cooperative Procurement Contracts Held.	10	
Selection and Variety of Products and Services Offered	300	
Total Points	1000	0

Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	

Overall Evaluation Points	1100	0

Reviewed by: _____ Its_____

_____ Its_____

EXCEPTIONS TO BID, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: _____

Responding Name: _____ Phone: _____

Note: This is a sample form. Actual data may be provided on disk and printed. **Original must be signed** and inserted in the bid after it is printed. Any exceptions to the Terms, Conditions, Specifications, or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

IFB Page Number	Section	Term, Condition, or Specification	Exception

IFB Page	Section	Term, Condition or Specification	Exception

J.

Bid Offering
And Acceptance and Award
IFB #111309

FORM D

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES,

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation For Bid (IFB) for TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Gary L. Nytes_____
(Name printed or typed)

Title: ____Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 111309**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 111309**

K. **BIDDER ASSURANCE OF COMPLIANCE**

Form E

Bid Affidavit Signature Page

BIDDER'S AFFIDAVIT

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

1. The undersigned certifies the Bidder is submitting their bid under their true and correct name, the Bidder has been properly originated and legally exists in good standing in its state of residence, that the Bidder possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Bidder" in this Contract, and

2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this IFB, and

3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and

4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and

6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and

8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and

9. Accompanying this bid is a bid security for $10,000.00, or a cashier's check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default as identified by the undersigned, and

10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the date bids were opened regarding this IFB, and

11. The Bidder certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

12. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ❑ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Bid Award Recommendation(s)
for NJPA Membership Approval

The following are the recommendations of the Bid Review Committee regarding IFB #111309 for the procurement of

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES, .

The Bid Review Committee for this IFB consists of:

Chairman: **Member:**

Member: **Member:**

The findings of the Committee are as follows:

A. Bids rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Bids recommended for approval with reasons for recommendation:

It is therefore recommended by the Bid Review Committee that a Contract be approved for the above Bidder(s). A Vendor Agreement will be established with the following Bidder and recommended use by participating member agencies

1. _____

2. _____

3. _____

4. _____

5. _____

_____

_____

Exhibit "B"

www.njpacoop.org

National Joint Powers Alliance®

200 First Street NE
Staples, MN 56479

FOR IMMEDIATE RELEASE
NJPA Contract Announcement

CDW-G Awarded NJPA National Contract for Computer Technology, Equipment and Supplies

National Contract #111309-CDW: "Computer Technology, Equipment and Supplies" has been added to the competitively bid products and services available to National Joint Powers Alliance® (NJPA) Contract Purchasing Members throughout the nation.

(Staples, MN – December 15, 2010) – A partnership between the National Joint Powers Alliance® and CDW-G provides Members even more options when looking for technology solutions coupled with great savings and exceptional customer service. CDW-G is the awarded vendor of Contract #111309-CDW for COMPUTER TECHNOLOGY, EQUIPMENT & SUPPLIES; and puts commonly purchased technology products at each Member's fingertips.

"Year after year, state and local government agencies continue to transform and improve operations, often with limited time and staff resources," said Bob Kirby, vice president of CDW-G. "The partnership between CDW-G and NJPA will provide Members with access to not only industry-best hardware and software, but also to product configuration, installation, and lifecycle management services. This total-solution approach will enable NJPA Members to do more with less."

NJPA Members will benefit from CDW-G's ability to serve large customer numbers with multiple orders, without sacrificing speed or quality. Under the CDW-G Agreement, Members can benefit from the following: broad product offerings, a dedicated account team, stock reliability, software asset management, product and configuration services, product lifecycle management, hosting services, and more.

About CDW-G:
CDW-G is a leading technology solutions provider of hardware, software, peripheral products, and professional services to governmental and educational institutions. Set apart by a commitment to deliver the best customer experience, CDW-G assists in providing what you need when you need it in a way that exceeds your expectations.

About NJPA:
The National Joint Powers Alliance® (NJPA) is a Municipal Contracting government agency established through legal statute in 1978. NJPA serves over 30,000 Members throughout the nation with competitively awarded purchasing solutions from industry-leading vendors.

About Contract #111309-CDW:
David Duhn
218-894-5469
david.duhn@njpacoop.org

Press Contact:
Heather R. Erholtz
218-894-5474
heather.erholtz@njpacoop.org

For more information:
http://www.njpacoop.org
www.cdwg.com/NJPA

J.

Bid Offering
And Acceptance and Award
IFB #111309

FORM D

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES,
Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation For Bid (IFB) for TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: CDW Government, Inc. Date: November 4, 2009

Company Address: 230 N. Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061

Contact Person: Mark Ellis Title: Program Manager

Authorized Signature (ink only): Mark Ellis
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Gary L. Nytes
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 15th day of December **Contract Number # 111309**

NJPA Authorized signature: Jane D. Waldeck
(Name printed or typed)

Title: ~~Board Chair~~ Board Clerk

Executed this 21st day of January 2010 **Contract Number # 111309**