

National Joint Powers Alliance®

Invitation for Bid (IFB)

EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES

IFB Opening

June 15, 2007

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

IFB # 061507

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES to NJPA and NJPA government, education, and non-profit Members in all 50 states, and with possible international distribution. Specifications and details of this IFB are available until June 1, 2007 and may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at gregg.meierhofer@njpacoop.org. Sealed Bids will be received until June 15, 2007 at 2:00 p.m. at the above address. NJPA reserves the right to reject all bids.

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

IFB and Contract Timeline

*May 22 and
May 28, 2007
June 1, 2007
June 15, 2007
2: 00 p. m.
June 22, 2007*

- *Publication of IFB MPLS Star Tribune*
- *Deadline for IFB requests*
- *Deadline for IFB Submittals, Questions and Public Opening of bids*
- *Bidders are advised of the results of the bid*

Direct questions regarding this IFB to:

Gregg Meierhofer gregg.meierhofer@njpacoop.org (218)894-5473

IFB Procedures offers the methods for submitting questions.

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A. GENERAL INSTRUCTIONS and INFORMATION

1) General Definitions

1.1 Exclusive Vendor- The sole vendor awarded vendor in a product category. NJPA reserves the right to award an exclusive vendor in the event that vendor exhibits the ability to offer the best overall program and demonstrates the ability to serve NJPA Members in all 50 states to the standards excepted by NJPA and as requested in this IFB.

1.2 IFB- Invitation for Bid

1.3 Line Item- A specific product, equipment, supply or service described by a description, manufacture name and stock number, size and identified by a specific contract or bid price.

1.4 Catalog Discount Off Category- A specific percentage discount off a defined like category of products, supplies or equipment.

1.5 Hot List- A defined list of specially selected products and services identified and understood by the vendor as the products most commonly purchased by the NJPA members. This list is to be discounted deeper than that of the catalog discount per category or line item list of contracted products. The Hot List must be individually submitted on an Excel spreadsheet in addition to the other submitted product pricing.

1.6 NJPA- National Joint Powers Alliance®- (NJPA)- is a Minnesota Educational Service Cooperative Created by Minnesota Legislative Statue 123A.21 with the directive and commitment to offer, among other things, procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and private 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. To this end NJPA has, through Minnesota Statute 123a.21, established a series of contracts with various Vendors for products and services NJPA Members desire to procure.

1.7 Joint Exercise of Powers- Minnesota Statute 471.59 provides for the joint exercise of powers which are common to any two units of government by action of their governing bodies. Many other states have enacted the same, or similar, legislation. NJPA Members relying on this legislation must execute a “Joint Powers” agreement with NJPA. NJPA has developed such an agreement in compliance with Minnesota Law and will review and consider appropriate alterations to this document to facilitate compliance with the laws of another state.

1.8 Operating Contract- This contract to be executed by and between Vendor and NJPA is to include, but is not limited to, vendor performance assurances, responsibilities and all terms and conditions of the facilitation of the IFB and contract. All terms and conditions stated, defined and requested in this IFB shall be considered a part of the operating contract. NJPA is seeking a contract term of 4 years through annual renewals, as allowed by Minnesota Contracting Law. Full term is expected, but will only continue through successful annual renewals.

1.9 Prime Vendor- Vendor of choice based on a successful bid response and award by NJPA. The prime vendor is to be responsible for and facilitate sales, marketing, service and warranty of contracted products. For the purpose of this bid, a vendor (the vendor) will be considered a prime vendor and not a sub-vendor. Prime vendors using sub-vendors are responsible for all actions of its sub-vendors. NJPA reserves the right to approve sub-vendors.

1.10 NJPA Members- A NJPA Member (or NJPA Member) is defined as any public or private, city or county, primary educational agencies, districts, and school boards, and primary education non-profits which sign up under the terms and conditions of the awarded NJPA IFB and Contract. Any governmental entities or institutions for cities, counties, public and private agencies and non-profits including hospitals and nursing homes may join as a Member. Membership in NJPA is required to participate through this potential contract. Any Member of NJPA,

which complies with the terms and conditions of this Contract shall have the option and freedom to access the defined products and services through the awarded NJPA IFB and contract.

1.11 Specifications- The accepted guidelines set forth by the **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** industry and understood and accepted by national industry standards, as well as by all vendors in the applicable field. Submitted products and equipment are required to meet and/or exceed all current and traditional needs and requirements of the NJPA Members as understood by the responding vendor. The method of requesting specifications in this solicitation is designed to enable a bidder to satisfy a need or requirement for the current and future solutions, products, processes or services for a wide variety of NJPA members. The vendor submittal may be expressed as a standard, a part of a standard or independent of a standard provided it meets the anticipated needs of the NJPA member at an industry-accepted level. It is understood that specifications and equipment requested are not intended to unnecessarily overstate specification of items capable of satisfactorily meeting the actual needs of the NJPA members. If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these members known specifications, then that will be considered sufficient cause to reduce evaluation points. Bidders shall bid equipment, supplies and/or services that they believe comply with the current and future needs of the NJPA members. If the bidder deviates from the industry standard specifications for NJPA type members, reasons must be stated for such deviation and why, in their opinion, the equipment, supplies and/or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid. The award will strongly consider the variety of service and quality of products submitted as well as the demonstrated ability to market the contract. Vendor must outline deviations the IFB request as a part of the response and label as such. An acceptable venue for this type of communication would be in addition to the Exceptions to the Terms and Conditions.

1.12 Vendor/Contractor- The firm that submits a response to this invitation shall be “vendor.” For the purpose of this solicitation, “vendors” can also be considered “contractors” and referred to as such throughout the IFB, as well as when the bid has received approval and the response is accepted by the NJPA.

1.13 Total Cost of acquisition- The total cost of acquisition for the equipment 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 cost of the products being bid,
- The cost of accessories, alterations and customizations typically incurred in the acquisition of the equipment being bid.
- The cost of delivery of the equipment and any accessories being bid.
- The cost of any preparatory work making the equipment being bid operational,
- Other costs, where applicable, typically associated with the purchase, delivery and installation of the equipment being bid and making it operational at the purchaser’s site.

1.13.1 Estimated Costs- Any portions of the “Total Cost of Acquisition” which are estimated must be clearly identified as “Estimated”. Any cost NOT identified as “Estimated”, wherever located in the Bidders response, constitutes a bid price. No cost payable to the Bidder will be considered “Estimated” regardless of how it is identified in the Bidder’s response.

1.14 Purchase order- Purchase orders for goods and services may be executed between NJPA Members and awarded Vendor(s) to a contract pursuant to this invitation.

1.14.1 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 parties entering such contracts. 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 execution of that “Purchase Agreement”.

1.14.2 Additional Terms and Conditions- Additional terms and conditions to a “Purchase Order” may

be proposed by either NJPA Members or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties of 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.

2) About The National Joint Powers Alliance® (NJPA)

2.1 NJPA is a Joint Powers organization operating under Minnesota Statute 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd.15 defining cooperative purchasing. NJPA also serves national members under MN Statute 471.59 Subd.1 defining the ability of two governmental agencies to enter into an agreement to contract in common through the action of each governing board through Joint Exercise of Powers. This action is based on their local legal ability to recognize and participate in NJPA contracts. The legal access rests on the reference and authority of each individual "Joint Exercise of Powers Authority" and municipal contracting laws within that state of participation. Participation is also authorized by membership and recognizing NJPA's authority to procure on behalf of NJPA Members competitively bid contracts facilitated by NJPA under statutory authority and directive. NJPA operates as a national cooperative offering membership and contract benefits to all qualifying agencies to include all Cities, Counties, Public and private education agencies, and non-profits. A publicly elected Board of Directors calls for bids and awards and holds all contracts and governs NJPA. All bids are competitively solicited and awarded by the NJPA publicly elected Board of Directors.

3) Defined Goals of the IFB

3.1 The general intent of this IFB is to establish a national line item or discount from catalog purchasing contract with a national manufacturer or distributor potentially representing multiple manufacturers providing a variety of equipment, products, accessories and services surrounding **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES**, as used and required by all NJPA members. This IFB is solicited on behalf of all current and future NJPA Members of the NJPA as defined. All equipment, products, services and training are to meet or exceed all industry standards and requirements as defined, understood, established and set forth by those standards. **All responding vendors must be licensed and with the authority to sell and distribute offered products to NJPA Members in all states at the time of the response. Documentation, if applicable, is requested under Tab 3.** It is further the goal of the IFB to anticipate and establish specifications and expectations on behalf of the NJPA Members. The service and distribution area is to have the potential to serve all NJPA Members throughout the United States and possibly internationally. NJPA is interested in expanding service into Canada in the event requests are made by Canadian membership. The awarded vendor will be expected to express willingness to explore service to international NJPA Members. The lack of ability to serve Canada will not be cause for non-award, rather the ability to serve Canada will be viewed as value added. **Important note: NJPA will not be offering specifications**, rather NJPA is requesting an industry standard or accepted specification of products and equipment and service organized and submitted as a part of this IFB through a complete product selection in a line item format to include product description, stock number, manufacture and contract price. A catalog program defined as a "discount by category" also know as "fixed discount off category" of all available products offered by the vendor is acceptable if the products and equipment is far to numerous to name and price individually. This IFB is also requesting a specific selection of most commonly used products defined as a or "hot list" of defined products be submitted in an effort to highlight the commonly purchased equipment. The list of products selected for the hot list must be discounted deeper than that of the catalog discount or line items and specifically named in the response by description, manufacturer stock number, bid price and "hot list" price. All "hot list" submissions must be submitted in an excel format. All product specifications submitted in the vendor(s) response are expected to meet the goals and intent of the bid and current and future **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** needs of the NJPA Members as understood by the vendor. It is important that the products submitted are the products, supplies and equipment typically described and requested by the NJPA member. 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 Vendor Information and Questionnaire. Value added and expanded services as it relates to the IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **EXERCISE RELATED EQUIPMENT, SUPPLIES AND**

ACCESSORIES and advances to provide products, supplies, equipment and services meeting and/or exceeding today's industry standards and expectations. Award will be made by the NJPA Board of Directors on behalf of the needs of its current and NJPA Members. NJPA is seeking a "Prime and Exclusive Vendor" relationship to best serve the overall needs and geographic location of the NJPA members. Naturally the goal and intent of this IFB is to follow through with an operating contract, as result of this IFB and to be marketed under the National Joint Powers Alliance®. 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. A contract issued by a cooperative organization can be used by thousands of separate political units, but if it has the same or higher prices than what a NJPA member can get through its own bid, a cooperatively bid contract makes no sense. **NJPA requests that vendors only respond to this IFB if they are able to offer expanded services and prices lower than what they would ordinarily offer on single, larger school district or cooperative bid requests and/or contracts. Signature will not restrict you from offering lower prices in the future to other high volume opportunities or from lowering prices on this contract. This awarded contract will establish a maximum price ceiling. Custom price adjustments from this ceiling are allowed to meet the specific needs of NJPA Members.**

4) IFB Award Intent

4.1 The intent of this bid is to award a Vendor Contract to a qualifying vendor and as a result, enter into an operating contract to provide line item and/or catalog discount purchasing of **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** to meet and or exceed the current and future needs of the current and NJPA members. **Responding** vendors must respond to this IFB as they understand and anticipate specifications typically requested by NJPA members. It is further the intent and expectation of this request to establish an operating contract with an **exclusive vendor demonstrating the ability to serve NJPA Members throughout the entire United States**. In the event the responding vendors are not able to service a national contract, NJPA reserves the right to award to multiple vendors to meet this member service requirement.

4.2 Consideration will be given in the award based upon the selection and quality of products submitted, percentage of discount, line item pricing, completion and degree of information provided regarding available services and advantages, as well as, applicable parts of the Vendor Information and Questionnaire. The submission of value added and expanded services will be given positive consideration in the award selection as the vendor seeks to further exceed the expanding needs of the NJPA current and future member. Consideration will also be given to submittals that consider technological advances to provide efficiencies, expanded service and maintenance, installation and any other related applications beyond today's standard methods. The opportunity to indicate value added dimensions and such advancements will be available in the questionnaire and vendor product and service submittal and must be tabbed under Tab 4. Strong consideration will be given to companies demonstrating the ability to effectively market and service NJPA Membership in all 50 states.

4.3 Award will be made by the NJPA Board of Directors based on the recommendation of the NJPA IFB Review Committee on behalf of the needs of its current and NJPA Members. NJPA is seeking a "Prime and exclusive Vendor" relationship to meet this need. The goal and intent of this IFB is to follow through with a bid award and contract to be marketed under the NJPA to the participating members. All terms and conditions of this IFB are to be considered a part of the resulting operating contract.

4.4 It is the intent of the NJPA to award a contract to the best responsible vendor(s) offering the best overall selection of products, supplies, equipment and services meeting the commonly requested specifications of the current and NJPA members, provided the IFB has been submitted in accordance with the requirements of the vendor documents. Strong consideration will be given to the best price as it relates to the quality of the product and service. The NJPA shall have the right to waive any informality or irregularity in any IFB received and to accept the IFB, which in its judgment, is in NJPA's and qualifying members' best interest. NJPA reserves the right to reject all IFBs and advertise again if, in NJPA's opinion, the received IFB(s) do not meet or exceed the minimum needs of the NJPA current and qualifying members. IFB award will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of the IFB as defined by industry standards.
2. Prior knowledge of and experience with Vendor in terms of past performance and market place success.
3. Meet or exceed current and future needs or requirements of the NJPA current and NJPA member.
4. Evaluation of vendors' ability to market and service all NJPA Members in all 50 states.
5. Financial condition of the vendor.
6. Experience with serving NJPA-type members.
7. Nature and extent of company data furnished in IFB.
8. Quality of products, equipment and services offered including value added related services.
9. History of member service.
10. Overall ability to perform sales, solutions and contract support as submitted.
11. Vendor's ability to meet service and warranty needs.
12. History of meeting the shipping and delivery of products and services.
13. Technology advancements and related provisions.
14. Ability to market and promote the contract within current business practices.
15. Understanding of the current and future needs of the NJPA Members.
16. Willingness to develop and enter into NJPA contract and business relations.
17. Favorable bond rating and applicable industry standard licensing ability.
18. Past market place successes and brand recognition.

5) Scope of the IFB

5.1 The scope of the bid is to outline a request to establish a line item and/or catalog discount contract response of **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES**, products and services from a prime vendor with the ability to provide and service a national purchasing contract to NJPA members. The awarded vendor must be positioned nationally to offer top quality, industry standard manufactured products, solutions and equipment at the lowest possible contract price. Requirements in the bid include exceptional delivery, services and overall best value solutions and are requested. NJPA is requiring new, top-grade, quality products, and equipment with exceptional warranty provisions. National marketing through in-house sales account managers, field representatives, telemarketing and on-line internet ordering, where applicable, is requested and the award will reflect the vendor's ability to provide such services and solutions. Financial stability and an industry leading bond rating are important to insure the financial condition of the vendor. NJPA is seeking and values a single source responsibility of products and services to insure the accountability of product performance and member service. This contract must be available to all current and NJPA Members of the NJPA as defined.

5.2 The scope of this invitation can be extended to include, however is not limited to, Weight training related equipment and aerobic related equipment.

6) Summary

6.1 A response to this IFB is an offer to contract with the NJPA based upon the IFB goals, intent, terms, conditions and scope of products and services contained and referenced in this invitation. The awarded vendor will be required to enter into an operating contract with NJPA consisting of pricing, services and marketing plan to include the method of ordering and other contract related services. In the event the awarded vendor and NJPA are not able to come to an agreement about an operating contract, NJPA reserves the right to reject the awarded vendor, repeat the solicitation process or make the award to the second responsive vendor based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the vendor fails to enter into a contract with NJPA within 60 days after the NJPA Board of Directors has made the award.

B. IFB INVITATION AND PROCEDURES

7) General Information

7.1 One of the major benefits to the bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by multiple government education and non-profit agencies throughout the United States and Canada. Bidders responding to this IFB will prepare two paper and one electronic/digital (CD) copies of pricing and contract services offered (see Form F). NJPA will publish the IFB. Bidders will send responses to a single receiving point of contact at NJPA. Responses will be evaluated and then recommended for approval by the NJPA Bid Review Committee. The NJPA Board of Directors will make awards to the selected bidder(s). The procurement activities of the NJPA Bid Review Committee is limited to document preparation, answering vendor questions, advertise solicitation, distribution of the IFB upon request, conduct evaluation and recommendation for possible approval to NJPA Board of Directors. 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. After the award and contract phase, NJPA members can issue purchase orders for any amount without the necessity to prepare their own IFB, RFP or gathering of necessary quotations. This saves the NJPA members countless hours of time and allows for more economical and efficient purchasing. State laws permit or encourage cooperative purchasing contracts with the belief that better prices will result.

8) Solicitation of IFB

8.1 Sealed and properly identified IFBs for this project entitled **“EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES”** will be received by Gregg Meierhofer, Coordinator of Bids and Contracts and Business Development, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the opening time at **2:00 p.m. on June 15, 2007**. The NJPA Director or Representative from the NJPA Bid Review Committee will then read said IFBs. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The IFB will be awarded within ten (10) business days of opening. **Specifications are available for pick up or mail delivery until 4:00 p.m. on June 1, 2007**. Letter of request is required to receive IFB. Send or communicate all requests to the attention of Gregg Meierhofer to receive a copy of the IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic IFBs submissions or requests for IFBs are invalid and will not receive consideration. All IFBs must be submitted in a sealed package. The outside of the package shall plainly specify **“EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES”** To avoid premature opening, it is the responsibility of the vendor to label the IFB properly.

9) Advertising of Solicitation

9.1 AS A POLICY, NJPA SHALL ADVERTISE THIS SOLICITATION 1) FOR TWO CONSECUTIVE WEEKS IN THE MINNEAPOLIS STAR TRIBUNE, 2) FED INTO A NATIONAL WIRE SERVICE BY THE MINNEAPOLIS STAR TRIBUNE, AND 3) POSTED ON NJPA’S WEBSITE. NJPA WILL NOT MAINTAIN OR COMMUNICATE TO A BIDDER’S LIST. ALL INTERESTED BIDDERS MUST RESPOND TO THE SOLICITATION AS A RESULT OF A INTERNET WEB NOTICE OR HARD COPY RESEARCH OF SAID PUBLICATION. BECAUSE OF THE SCOPE OF THE POTENTIAL MEMBERS AND NATIONAL VENDORS, NJPA HAS DETERMINED THAT THIS IS THE BEST WAY TO FAIRLY SOLICIT OUR IFB REQUESTS.

10) Questions

10.1 Submit all questions about the IFB, in writing, referencing **“EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES”** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or gregg.meierhofer@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218)894-5473 or fax at (218)894-3045 to determine if addenda have been issued or to request copies of the questions and

responses to be mailed. Requests for additional information or interpretation on Instructions to Vendors or Technical Specifications shall also be addressed to Gregg Meierhofer. NJPA urges interested vendors to communicate all concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days ending at 4:00 p.m. CST of the seventh (7th) day prior to bid due-date cannot be answered.

11) Amendment of Bid

11.1 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.

12) Addenda

12.1 Addenda are written instruments issued by the NJPA that modify or interpret the vendor documents by additions, deletions, clarifications or corrections. All addenda issued by the NJPA shall become a part of the specifications and will be made part of the contract. Addenda will be delivered to all who have requested IFB material using the same method of delivery of the original IFB material. NJPA accepts no liability for 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 date and time for receipt of IFBs, except an addendum withdrawing the request for IFBs or one that includes postponement of the date of receipt of IFBs. Each vendor shall ascertain prior to submitting an IFB that it has received all addenda issued, and the vendor shall acknowledge their receipt in its IFB.

13) Administrative Fees

13.1 Vendor agrees to authorize and/or allow for contracting of administrative fee payable to NJPA in exchange for the facilitation and marketing of this contract to current and potential NJPA Members. Negotiated administrative fee shall be based on a percentage of the dollar volume of all goods and/or services provided to and purchased by NJPA Members. The administrative fee will be Vendor Contract. The opportunity to offer and define the specific details of these fees will be available in the questionnaire part of this IFB.

14) Awarding of Contract

14.1 NJPA reserves the right to award a contract to one vendor, to multiple vendors, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bid and to accept bids, which, in NJPA discretion and according to the law, may be in the best interest of its members. A response to this solicitation is the clear intent to contract with the NJPA based upon the terms, conditions and scope of work and specifications contained in this invitation. An Award does not become a contract unless and until it is accepted by action of the NJPA Board of Directors. A contract is formed when the vendor and the NJPA Board of Directors approve and sign the applicable Bid Affidavit Signature and Acceptance Form document (see Form A). After which, an operating contract will be entered into by both parties reflecting the terms and conditions of the IFB.

15) Brand Names

15.1 The use of the name of a manufacturer, brand, make and/or catalog number does not restrict the vendor. Brand names and model numbers are used to indicate the character, quality and performance equivalence of the commodity on which bids are submitted. Vendors may submit manufacturer(s) of choice as understood by the vendor to overall best meet the needs of the NJPA member. However, the NJPA reserves the right to decide whether identified manufacturer and brand are, in fact, the best overall selection of equipment. The NJPA's decision shall be final.

16) Bidder Qualifications

16.1 An essential part of the bid evaluation process is an evaluation to qualify the company 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. Bidders must be able to provide products

and services to all NJPA members. 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. 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.

17) Bid Bond

17.1 A bid bond in the amount of \$10,000 (or a cashiers check payable to NJPA) will be required of all bidders to secure the Bidder's performance in completing the procurement contract contemplated herein and proposed in the Bidder's response. The bid bond (or cashiers check) will be released to the Bidder upon successful completion of a "Vendor Contract" to the satisfaction of NJPA. If a bid bond is provided it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID SECURITY MUST BE PROVIDED WITH THE BID SUBMITTAL.
- INDUSTRY STANDARD SUBMITTALS OR DOCUMENTS ARE ACCEPTABLE.
- A SURETY THAT IS RATED AT LEAST A+ OR EQUIVALENT BY A MAJOR RATING COMPANY SHALL ISSUE BID BOND.
- THE BID BOND SHALL IDENTIFY NJPA AS THE OBLIGEE.
- THE BID BOND SHALL HAVE THE BIDDER IDENTIFIED AS THE OBLIGOR.
- THE BIDDER SHALL AGREE TO PROVIDE THE BASIC BID SECURITY ACTIVE UNTIL "VENDOR CONTRACT" HAS BEEN EXECUTED WITH NJPA. THE BIDDER ALSO AGREES TO ALLOW NJPA TO RETAIN THE CASHIERS CHECK IN THE EVENT THIS IS USED TO MEET THIS REQUIREMENT.
- A CASHIERS CHECK FOR THE STATED AMOUNT IS ALSO ACCEPTABLE TO MEET THIS BID REQUIREMENT AND SHALL BE CONSIDERED EQUAL IN VALUE TO A BID SECURITY.

17.2 BID SECURITY PURPOSE

THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO INSURE THAT THE AWARDED VENDOR (S) FOLLOWS THROUGH IN THE DEVELOPMENT AND ACTIVATION OF A VALID OPERATING AGREEMENT WITH NJPA AS AUTHORIZED AND SIGNED BY BOTH PARTIES. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID BOND OR CASHIERS CHECK IN THE EVENT THE STATED CONDITIONS ARE NOT MET TO THE SATISFACTION OF NJPA.

18) Bid Submission Process

18.1 Preparation of the Bid Response

18.1.1 Portions of the bid response must be prepared using the software requested in the IFB. Bidders are required to respond to the portions of the IFB using the Excel software. Responses submitted electronically are not acceptable. Bidders must submit a hardcopy printout of the electronic submission along with those items that cannot be made a part of the electronic submission.

18.1.2 All bids shall be on the forms provided or on forms that duplicate the information, tabbed and organized as requested below. Telegraphic, electronic mail or fax machine bids cannot be considered.

18.1.3 The bid documents must be submitted with original ink signatures by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in rejection of bid or deemed to be non-responsive.

18.1.4 Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid

documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and NJPA.

18.1.5 In case of an error in extension of prices in the bid, unit prices shall govern.

18.1.6 Periods of time, stated as a number of days, shall be in calendar days, not business days.

18.1.7 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 due date and time.

18.1.8 **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.**

19) Performance Bond

19.1 At the request of the member, the vendor agrees to provide all performance bonds required by participating members. This bond will be issued at the time a purchase agreement between the member and the vendor is executed. If the vendor fails to deliver any required performance bond, then a performance bond with the NJPA Member may be enforced. If the contract with the NJPA is cancelled, it shall be the recommendation 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 AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

20) Format of Bid Submittal

20.1 Two (2) complete originals of the bid response shall be submitted on the forms, and in the format contained in the IFB. The bid shall contain all descriptive literature, specifications, samples, etc. Only one bid security is required and is to be placed in an envelope in the left pocket of one of the folders along with the original bid documents D & E requiring signatures. Label envelope "Bid Security Enclosed."

20.2 All bids shall be submitted in three-ring binders. Parts of the bid, as identified herein, shall be submitted in digital format (CD ROM) and placed in the left pocket of the three-ring binder.

20.3 The forms and format as contained in this IFB shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be organized and presented in the order requested. All bids must be completed in ink, on a computer or be typewritten. No pencil submissions are allowed. Forms may be filled in by hand, but should be printed. (NJPA will not be responsible to decipher cacographical handwriting.)

20.4 In preparing the bid and signing the Vendor Bid Acceptance form, the vendor accepts all sections of the bid as presented. Should the bidder take any "exceptions" to this IFB, a summary of those items must be included in the response, noted and summarized on Form C (Exceptions) to be considered valid.

21) Contents and Tabbing of Bid

21.1 In order to insure that every bid receives a fair evaluation and comparison, it is required that each vendor organizes his/her bid in the following manner:

Step One: Obtain two three-ring binders and two sets of six index dividers.

Step Two: Prepare your Table of Contents with the index dividers in the following order:

Tab 1: Company Information and Bid Intention

- **Company Information Form B**
- **Copy of the Signed Bid, Acceptance of Bid and Contract Award Form D**
- **Executive Summary (a one page description of what you are bidding on and how your offer will best meet the needs of NJPA members)**
- **Copy of the Bid Affidavit Vendor Compliance and acceptance of all terms and conditions and IFB information, Signature Page (notarized) Form E**
 - **Insurance Certificates**

Tab 2: Copy of Bid Terms, Conditions and Expectations

- **Copy of each page of the bid in order**

Tab 3: Vendor Qualifications

- **Company supporting information, stock holders or financial reports**
- **Any applicable or required license documentation**

Tab 4: Cost Submittal

- **Price discounts for categories**
- **Value added submittals in line item format, if applicable**
- **Shipping program**
- **Volume incentive program**
- **Warranty documents**

Tab 5: Questionnaire and Exceptions to Bid

- **Questionnaire for Bidder Form A**
- **Exceptions to Terms and Conditions and Bid Expectations Form C**

Tab 6: Bidder's Marketing Material

- **Marketing plan**
- **Related company and product marketing material**
 - **Copy of signed Bidder's Checklist Form F**

Step Three: Complete Bidder's Checklist Form F and sign all required documents as indicated. Sign and place originals of Forms D and E in envelope and place in left pocket of the bid binders. Send your bid so that it arrives on or before the required time and date in the Central Time Zone. Bids must be submitted in a sealed envelope/package with the bid number, category, date and time of bid opening clearly marked on the outside.

Step Four: Before you seal your bid, ask yourself this question, "Did I state my very best prices and overall program in this NJPA IFB response?" Be sure the cover sheet is signed and that all forms are enclosed. After verifying this has been done, make a copy of the bid for yourself. Submit your bid as requested.

22) Bid Transmittal

22.1 It is the responsibility of the bidder to be certain that the bid submittal is in the actual possession of NJPA on or prior to the exact due date and time. Bids must be submitted in a sealed envelope or box properly addressed to NJPA with the bid number, bid category name, bid due date and time and bidder's name and address clearly indicated on the outside of the envelope or box. NJPA cannot be responsible for late receipt of bids. Bids received

by the correct date and time will be opened and the name of each bidder and other appropriate information will be publicly read.

23) Bid Evaluation

23.1 To qualify as a responsive bidder, a bid must have been submitted on time and materially satisfy all mandatory requirements identified throughout this IFB. A responsive bid must substantially conform to all of the specified requirements in the IFB, in the judgment of the NJPA Bid Review Committee representative. Any deviation from requirements indicated herein must be stated in writing and included with the bid submittal. Otherwise, it will be assumed that bids are in strict compliance with all requirements and any successful bidder will be held responsible therefore. Deviations or exceptions stipulated in bidder's response may result in the bid being classified as non responsive. Language to the effect that the bidder does not consider this bid to be part of a contractual obligation will result in that bidder's bid being disqualified by NJPA. Terms of the IFB that any bidder considers particularly unwarranted and to which that bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations. NJPA will use a 1000-Point Evaluation System to help determine the best overall vendor (s) selection. 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.

24) Bid/Vendor Responsiveness

24.1 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 vendors whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members. 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. Deviations or exceptions stipulated in vendor response, while possibly necessary in the view of the vendor, may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation will result in that vendor's bid being disqualified by NJPA.

24.2 The review committee shall utilize the following criteria to determine the responsiveness or non-responsiveness of the bids received for this solicitation. Items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. Response's conformance to terms and conditions as described in the solicitation, including documentation. Yes/No
2. Possess qualifications as a responding vendor that meet or exceed those set within the solicitation. Yes/No
3. Information from references and past performance information (PPI), including past member approval. Yes/No
4. Demonstrates that they offer the most current industry standard products and/or services. Yes/No
5. Demonstrates financial stability and a favorable banking line of credit. Yes/No
6. Demonstrates that their products and/or services proposed meet and/or exceed federal, state and industry standards established for educational or governmental institutions. Yes/No
7. Has demonstrated market place success and their past performance exhibit an acceptable reputation. Yes/No
8. Demonstrates that the company possesses the background, knowledge, capacity and ability to sell, deliver and support products and services offered to Members. Yes/No
9. 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. Yes/No
10. Has provided all of the required and applicable documentation required i.e. bid bond, insurance certificates, licenses and/or registration certificates required to do business in all 50 states. Yes/No

11. Line items, in approved excel format, listing of all of the proposed products, services and warranties provisions with their associated units of costs. Yes/No
12. Line item of identified most commonly purchased items (where applicable).
13. Contract Pricing submitted as requested to include line item and/or discount from category.

25) Cost Scoring Evaluation

25.1 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.

25.2 Process

25.21 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 bidder will receive the full point value and all other bidders will receive points as follows: Lowest Bid=5 (other bids=4, 3, 2, 1) Total Score=Point Value. The result of this process shall not be the sole determination for award.

27) Overall Evaluation of Criteria

27.1 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 vendor stipulates exceptions, exclusions or limitations of liabilities. It is NJPA’s intent to award a manufacturer’s complete line of products as relative to the IFB intent. The total evaluation points will be used as part of the final bid award determination.

27.2 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 responsive vendors whose bids are determined in writing to be the most advantageous to NJPA and its Members. To qualify for the final evaluation, a vendor must have been deemed responsive as a result of the criteria set forth under “Vendor Responsiveness.” A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

28) Captions, Headings and Illustrations

28.1 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.

29) Contract Type

29.1 NJPA is requesting a fixed discount per category off published governmental catalog price list(s) as well as or exclusively a line item listing of products and equipment (and services where applicable). The type of contract depends on the number of items submitted. The Vendor may respond either way or combination of the to response methods. Vendor must identify in writing in this IFB any contingencies prior to approval. This is an indefinite quantity contract. A cost-plus-a-percentage-of-cost contract is prohibited. Volume discount is acceptable as an additional incentive. Levels of volume discount with conditions must be outlined and defined as a part of this IFB or mutually agreed upon with NJPA during the term of the contract.

30) Certificate of Insurance

30.1 Prior to commencing services under this contract, successful vendor shall procure and maintain during the entire life of this contract comprehensive liability insurance, where applicable, providing industry standard limits. Evidence of the required insurance shall be provided by means of a certificate of insurance and tabbed under Tab 3. All claims shall be between the vendor and the NJPA member(s). Prior to commencing purchasing under this contract, the vendor must furnish NJPA certification from insurer(s) proving the usual and customary level of

coverage specific to the industry as it applies to this IFB. The coverage is to be maintained in full effect during the term of the valid contract period. The vendor's insurance company shall issue valid certification documentation. In addition, vendor must be willing to provide, upon request, certification of insurance to any NJPA members using this contact.

31) Current Products

31.1 All bids shall be for new equipment and current accessories and supplies currently manufactured and marketed to the educational/governmental agencies and other NJPA Members.

32) Close Out Products

32.1 Throughout the term of the contract vendor may submit to NJPA Members a close out option or purchasing opportunity on discontinued inventory. These items must have been offered as a part of past product or equipment listings relating to the current NJPA contract. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA members. A minimum of 30 days or while available inventory remains must be indicated and published.

33) Contract Term

33.1 This IFB is seeking a maximum four (4) year contract term commencing upon delivery and execution of all documents to the satisfaction of NJPA and will be subject to annual renewals at the option of both parties.

33.1a An optional annual revisiting of the terms and conditions is available if agreed upon by both parties at the end of each 12-month period. Visitation of this contract with regard to new and expanded services, or better pricing will be allowed at any time during this agreement through an addendum submitted to NJPA outlining the contract changes and additions to include complete product/service information and addendum rational. Justification criteria for the addition (s) will be determined by the NJPA when considering the vendor information.

34) Contract Termination

34.1 Either party may execute contract termination without cause with a required 60-day written notice of termination. Terminated contract shall not relieve either party of financial, product or service obligations due to any participating member or NJPA.

35) Certification

35.1 By signature in the offer section of the contract award page, the vendor certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The 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 vendor 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 vendor 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.

36) Clarification

36.1 As used in this solicitation, clarification means communication with a vendor for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation in response to an inquiry by the individual responsible for submitting the bid.

37) Completed IFB

37.1 A Completed IFB Must Contain the Following:

37.1.1 Submission of completed IFB questionnaire and all IFB forms shall be completed in full as requested. All IFB forms must be clearly typed, written and/or initialed or signed at the bottom of the page when applicable with ink by the person signing the IFB or an authorized agent. Submission of services, related services and products as it relates to the IFB request. See section H form F.

37.2 Conditions Preceding an Award

37.2.1 The NJPA reserves the right to request and test products and/or services from the apparent successful vendor. Prior to the award of the contract, the apparent successful vendor, if requested by the NJPA, shall furnish current information and data regarding the vendor's resources, personnel and organization within three (3) days. The NJPA reserves the right to reject the IFB of the apparent successful vendor where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential vendor is NJPA to properly carry out the terms of the IFB and potential contract. The apparent successful vendor shall be required to supply the names and addresses of material suppliers and sub-vendors when requested.

37.3 Correction of Vendor Documents

37.3.1 Upon examination of the IFB documents, vendor shall promptly notify the Coordinator of Bids and Contracts and Business Development of any ambiguity, inconsistency or error that they may discover. Interpretations, corrections and changes to the vendor documents must be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding and vendor shall not rely upon such. Contract Award and Implementation

Successful bidder(s) will be notified that their IFB has been awarded by NJPA. The recommended bidder and the NJPA contract department will then work out details of the operating contract implementation including:

- Signing the contract
- Marketing plan
- Order processing procedures
- Contract roll-out activities
- Contract management for the vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.

37.4 Contract Product/Equipment/Service Additions

37.4.1 New products, equipment, and services, with or without enhancements, may be added at any time by approval of NJPA provided they represent new technology or attempts to better meet the expanded needs of the NJPA Members. NJPA request that vendors submit new product and service additions in the form of a contract addendum.

37.5 Catalogs

37.6.1 Catalogs may be submitted for review throughout the term of the contract. NJPA will review them to determine if the represented products reflect the contracted products and equipment. They shall apply to the contract only upon approval of the NJPA. Non-approval of catalog 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 under the following conditions: 1) the option is priced at the same minimum discount level for that product category NJPA or NJPA Members may choose not to purchase any proposed addition(s), at their discretion.

37.6 Price of Products

37.7.1 Regular contract bid pricing is requested to reflect a purchase quantity-of-one with no minimum volume guaranty. Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this contract above the ceiling price.

37.7.2 “Hot List” pricing is a grouping of products most often purchased by NJPA and its Members which the Vendor offers at discounts greater than the regular contract bid pricing.

37.7 Price Adjustments

37.5.1 Price decrease adjustments are encouraged and will be allowed 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.

37.8.1 Regular Contract Price increase requests must be submitted in writing sixty-days (60) prior to the Bidder’s anticipated effective date for the proposed changes. Requests for contract price increases must include the Vendor’s justification for those increases. Generally, price increases are acceptable only where the Vendor can demonstrate an increase in the cost of production/acquisition of the products and services bid (energy or raw material costs). New ceiling prices shall become effective on the date of the contract renewal. In the event price increases are not approved, NJPA will work to identify a mutually agreeable substitute product from Vendor’s general catalog that can be provided at a price acceptable to both Vendor and NJPA.

37.8.2 “Hot List” pricing is allowed to change at the discretion of the Vendor within the definition of “Hot List” pricing above. The Vendor is responsible to maintain a current “Hot List” with NJPA.

37.8 Volume Price Discounts:

37.9.1 Vendors are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a contract resulting from this IFB.

37.9.2 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 Qualifying Member, extend this same reduced price offered or delivered to another NJPA Member provide the same or similar volume commitment, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available.

37.9 Operating Contract Development

37.9.1 Following the final IFB evaluations and bid award, the NJPA will work in cooperation with a successful Bidder to develop an operating contract between NJPA and the awarded vendor. If a satisfactory [Vendor or Operating] contract cannot be developed, NJPA reserves the right to resubmit the IFB process or award the second most NJPA vendor based on the defined IFB Evaluation process who may then be approached to develop a contract.

37.10 Confidential Information

37.10.1 If a vendor 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 vendor, in writing, of such determination prior to awarded Vendor Contract signing.

37.11 Data Privacy

37.11.1 Vendor agrees to an IFB by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Vendor agrees to hold the NJPA harmless from unlawful disclosure and/or use of private/confidential information.

37.12 Defective Goods

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

37.13 Default in One Installment is Limited to Such Shipment

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

37.13.1 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 catalog or sourced upon request to any member under this contract. In the event of a delivery non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

37.14 Estimated Quantities/Sales Volume

37.14.1 Estimated quantities and sales volume are based on potential usage by NJPA Members. They are required to meet the needs of NJPA educational, governmental and non-profit agencies. Success is based upon the marketing efforts of all parties. **NJPA anticipates considerable activity resulting from this IFB award, however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage; usage depends on the actual needs of the NJPA members.**

37.15 Electronic Ordering (Optional)

1. Web-based electronic ordering systems are viewed as favorable.
2. Electronic ordering systems may be secure and password protected. Entering the system with the designated password shall automatically send the user to NJPA contract pricing.
3. When members require purchase orders, the electronic ordering system shall require entry of a purchase order number prior to accepting an order.
4. Electronic ordering systems shall block excluded items from any order.
5. Electronic ordering systems shall not allow purchases from a blanket purchase order to exceed the funds in that purchase order.
6. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
7. Electronic ordering systems that list catalog prices and NJPA discounted prices is required.
8. Electronic ordering systems shall track orders and purchases on those orders for reporting and audit purposes.
9. Electronic ordering systems with the ability to include NJPA's administrative fee(s) will be required.
10. To assist with auditing, electronic ordering systems that allow NJPA to print an archived (historical) copy of a member's order is required.

37.16 Fungible Goods

37.16.1 Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a buyer until a separation of the purchased share has been made, delivered and received.

37.17 Hazardous Substances

37.17.1 Material Safety Data Sheet (MSDS): An MSDS (or equivalent form) must be available upon request for all goods being offered in your bid. MSDS disclosures may be requested by NJPA or NJPA Members at any time prior to, during, or after ordering any product bid.

37.18 Improper Delivery

31.18.1 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.

37.19 Licenses

37.19.1 Vendor shall maintain current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by the vendor.

37.20 Late IFBs

31.20.1 IFBs received after the opening date and time will be invalid and returned to the vendor unopened.

37.21 Legal Obligations

37.21.1 All vendors shall comply with all applicable Federal, State and laws, and regulations while fulfilling this IFB and the contract. It is the bidder's responsibility to be aware of and comply with all state laws governing the sale of product identified in this procurement. Applicable laws, , and regulations (etc.) must be followed, even if not specifically identified herein.

38) Marketing Requirement

38.1 The awarded vendor must exhibit the willingness and ability to take ownership and promote the product, equipment and/or service contract. Vendor 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. Awarded vendor agrees to actively market in cooperation with NJPA all available services to current NJPA Members, as well as potential members.

39) Marketing Plan

39.1 As a part of this response, submit a preliminary Marketing Plan on how you would help the NJPA rollout this program to current potential NJPA members. NJPA requires that the contractor actively promote the contract in cooperation with the NJPA. NJPA requires awarded contractors to offer the NJPA contract opportunity to all current and NJPA Members.

40) Member Sign-up Procedure

40.1 Awarded Vendors agree to cooperate and participate in the NJPA membership process as part of connecting NUPA members to NJPA contracts. The process to receive sign up to purchase under this Contract will be defined during the contract phase. This process will establish the best practice to meet the objective of the IFB effectively.

41) Modification or Withdrawal of IFB

41.1 An IFB may not be modified, withdrawn from or cancelled by the vendor for a period of sixty (60) days

following the time and date designated for the receipt of IFBs and each vendor so agrees by submitting an IFB. **Prior** to the time and date designated for receipt of IFBs, any IFB submitted might be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts and Business Development. Such notice shall be submitted in writing or by telegram over the signature of the vendor. Written confirmation over the signature of the vendor shall be mailed and postmarked on or before the date and time set for receipt of IFBs and it shall be so worded as not to reveal the content of the original IFB. However, the original IFB shall not be physically returned to the vendor until after the official IFB opening. Withdrawn IFBs may be resubmitted up to the time designated for the receipt of the IFBs if they are then fully in conformance with the Instructions to Vendor.

41.1b IFB security shall be in the amount requested in the IFB.

42) Multiple Awards

42.1 NJPA serves a large number of members throughout the United States and Canada. NJPA is seeking a single source (exclusive vendor) that exhibits the ability to serve the entire geographic area. In the event responding vendors do not offer and exhibit the ability to fulfill current and future geographic member sales requirements, the NJPA reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of NJPA's members. NJPA reserves the right to award multiple contracts, to award only one contract or to make no awards.

43) Past Performance Information

43.1 PPI is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state and federal agencies and non-profit agencies. It includes the vendor's record of conforming to specifications and standards of good workmanship. PPI also includes the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance, the vendor's history for reasonable and cooperative behavior and commitment to member satisfaction. Ultimately, PPI can be defined as the vendor's businesslike concern for the interests of the member.

44) Protests

44.1 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and 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 solicitation must be received at NJPA before the solicitation opening date. A protest of an award or proposed award must be filed within ten (10) days after the protester knows or should have known the basis of the protest. 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 contract 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 requested.

45) Product Line

45.1 If applicable, contracts will be awarded to vendor(s) able to provide a submission to meet the entire needs of the NJPA member in the product and service area of this IFB. NJPA prefers vendors submit their complete product line of equipment, supplies and services described in the scope of the bid. Vendor(s) with a published priced catalog may submit the entire catalog. NJPA reserves the right to reject specific products within the catalog or line item as a part of the award.

46) Public Record

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

47) QUESTIONNAIRE

47.1 All IFB forms must be clearly typed, written and/or initialed with ink by the person signing the IFB or an authorized agent. A separate attachment answering the IFB Questionnaire form is acceptable. Submission of services, related services and products as it relates the specifications to the IFB request. Value added products and services are acceptable as it relates to the specific product and services requested.

48) NJPA Membership

48.1 This contract must be available to all current and NJPA Members of the NJPA who choose to utilize this /NJPA Contract to include all governmental agencies, public and private primary education agencies, and all non-profit organizations as defined.

49) Rejection of bids

49.1 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 IFB security, other data required by the vendor documents or an incomplete or irregular bid. The NJPA shall reject all bids where there has been collusion among the vendors.

50) Restocking Fees

50.1 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 vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

51) Reports

51.1 A report of the total gross dollar volume of all products and services purchased by the NJPA Members as it applies to this IFB and contract will be provided quarterly to NJPA only.

52) Sales Tax

52.1 Sales tax, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales tax on items for which a valid sales 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 this Contract.

53) Shipping Costs

53.1 Shipping program must be defined and tabbed under Tab 4 as a part of the cost of goods. It is encouraged that products be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. Shipping schedule is requested based on the geographic area served. No shipping charges that are a percentage of the price of the product may 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 thirty-days (30) of receipt of the purchase order. The vendor shall list any exceptions [to the shipping policy/costs].

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

53.2a Selection of a carrier for shipment will be the shippers' option unless specified otherwise by the Qualifying Member and at Qualifying Member's expense.

53.3 Other terms and conditions may apply for freight collect, special handling, shipments outside the contiguous United States, or customers only accessible by air freight. Members in Alaska and Hawaii may receive free freight for purchases of in-state inventory shipped via common ground delivery methods. Overweight items and shipments may be subject to customary freight programs.

54) Shipping Errors

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

55) Substitutions

55.1 The materials, products and services described in the vendor documents establish a standard of type, function and quality to be met by any proposed substitution. All substitutions are at the approval and acceptance of the end user.

56) Vendor Acceptance Period

56.1 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 days after official opening date and time.

57) Wavier of Bid Formalities

57.1 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.

58) Warranty

58.1 The vendor warrants that all products, equipment, supplies and services delivered under this contract shall be covered by the industry standard warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes parts and labor. The vendor has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and excepted by industry standards. Vendors/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. Non-manufacturing responding vendors are not responsible beyond the manufacturer's warranty, to the extent assignable unless otherwise stated in this IFB.

C. OPERATING CONTRACT-GENERAL TERMS AND CONDITIONS

59) Advertising

59.1 Vendor shall not advertise or publish information concerning this contract prior to the award being announced by the NJPA. Once the award is made, the vendor may advertise to the NJPA Members that products/services are available under contract.

60) Applicable Law

60.1 The laws of the State of Minnesota shall govern this contract. Any claims pertaining to this IFB and contract that develop between NJPA and the vendor may be brought forth only in courts in Todd County located in the

State of Minnesota where NJPA is located.

60.2 Vendor(s) shall comply with all state laws, whether, state, or federal, or otherwise applicable to the pertaining to the sale of the products included in this contract in each individual state law where the purchase takes place. It shall be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Any adjustments or exceptions to this definition may be specifically clarified in the contract phase. Any claims between the NJPA member and the vendor are to be brought forth in the state of the NJPA Member where the business was conducted.

61) Assignment

61.1 No right or interest in this contract shall be assigned or transferred by the vendor without prior written permission by the NJPA. No delegation of any duty of the vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. The awarded contract may be reassigned to a comparable vendor in the event the vendor, as a company, is purchased. NJPA reserves the right to reject such request in the event it is clear the result will reduce the level or quality of service to the NJPA members.

61.2 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 accept or reject the new party. A simple change of name agreement will not change the contractual obligations of the contractor.

62) Audits

62.1 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.

64 Authority

64.1 This solicitation, as well as any resultant agreement, is issued under the general authority of the State laws of the NJPA (see Procurement Code). Cooperative Purchasing Agreements between the NJPA and members (and, if applicable, affiliate members), have been established under state law of the state in which the member exists.

65) Cancellation- Performance and Compliance

65.1 NJPA reserves the right to cancel the whole or any part of this 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 operating contract.

65.2 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.

65.3 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.

65.4 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.

65.5 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 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 term of the valid contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this contract.

66) Credit limit

66.1 In the event NJPA is involved in the billing process, NJPA is requiring a reasonable line of credit. The vendor must agree not to place the NJPA on “credit hold” without ten (10) days advanced notice by either letter or facsimile. Before the NJPA can pay a vendor’s invoice, it must collect payment from the school district or political subdivision that received the product and/or service.

67) Discontinued Products

67.1 In the event that the manufacturer discontinues a product, model or service, the NJPA reserves the right to allow the vendor to substitute a new product, model or service if the replacement meets or exceeds the specifications and performance and if the pricing discount is at least equivalent or justified to the discontinued product, model or service. The NJPA member shall have the final decision to accept the suggested substitution.

68) Federal Requirements

68.1 Vendor agrees to comply with all federal requirements as applicable to the sale of products included in this Contract. Where Federal agreements or grants provide funding to NJPA Members, upon request, Vendor will review any Federal Acquisition Regulations and other appropriate representations and certifications and inform the NJPA Member whether Vendor is compliant.

69) Force Majeure

69.1 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 this agreement. Force majeure shall not include late deliveries of equipment 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.

70) Gratuities

70.1 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 vendor or any agent or representative of the 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 software, equipment, or hardware provided to the NJPA for demonstration, evaluation or loan purposes are not considered gratuities.

71) Legal Remedies

71.1 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota in which the NJPA resides.

72) Liens

72.1 All products and equipment contracted shall be free of all liens.

73) Money

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

74) Nonexclusive Contract

74.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the NJPA Members. NJPA and/or its members reserve the right to obtain like goods and services from another source when necessary. Exclusive arrangements may be discussed during the contract phase.

75) Patent and Copyright Infringement

75.1 In the event the vendor is serving as a supplier, distributor or representative of manufacturer or multiple manufacturers, the following clause shall apply:

75.2 To the extent that the manufacturer indemnifies and defends the awarded vendor, the vendor agrees to defend, indemnify and hold harmless NJPA from and against all claims, demands, proceedings, causes of action, liability, losses, damages and expenses (including, without limitation, attorneys' fees, court fees and/or alternate dispute resolution costs) arising out of any infringement of any patent, trademark, trade name, copyright, trade secret or other proprietary right of a third party in connection with the products purchased under the Agreement. However, Vendor has no responsibility indemnify any party when product has been modified from its condition at time of sale by Vendor.

75.3 In no event will the vendor or its affiliates, subcontractors or suppliers be liable for any of the following: incidental, indirect, special, punitive or exemplary or consequential damages of any kind (including downtime costs, lost revenue, loss of business or lost profits, damages relating to NJPA's procurement of substitute products or services (i.e. "cost of cover") or damages for loss of data or software restoration IN ANY WAY RELATED TO THIS IFB AND CONTRACT WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER THE VENDOR WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

76) Provisions Required By Law

76.1 Vendor agrees that in the performance of this Contract, it has complied with or will comply with all applicable statutes, laws, regulations and orders of the United States and any State thereof, pertaining to the sale of products found in the most recent edition of its general catalog.

77) Right to Assurance

77.1 **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 Corporate Secretary of 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.

78) Safety Standards

78.1 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 codes.

79) Serial Numbers and New Products Only

79.1 Bids must be for new products and equipment with the original manufacturer's unaltered serial number.

80) Severability

80.1 The provisions of this contract are severable to the extent that any provision held to be invalid shall not affect any other provision or application of the contract that may remain in effect.

81) Suspensions or Debarment Status

81.1 If within the past five (5) years, any firm, business, person or vendor submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the vendor 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 vendor certifies that no current suspension or debarment exists.

82) Title and Risk of Loss

82.1 Vendor will submit freight program as part of the Vendor Response. Requested shipping terms for this bid be "FOB origin, prepaid" with the following provision: Title and risk of loss pass to the NJPA Member upon delivery of the products to the common carrier. However, if product is damaged or lost in transit, the NJPA Member will notify Vendor who will replace the product. The NJPA Member will return any the damaged product to Vendor at Vendor's expense. Vendor will manage all damage and loss claims for the NJPA Member and the NJPA Member agrees to provide Vendor with the information required to file and pursue a claim against the carrier.

83) Terms and Conditions

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

83.2 The operating contract represents the final written expression of agreement. All terms and conditions that are contained in the IFB herein are binding to the operating agreement and no other agreements or representations that materially alter it are acceptable.

83.3 Additional terms and conditions may be imposed by NJPA members regarding any particular purchase agreement relating to this IFB and any subsequent acceptance, award and vendor contract. Compliance with these “After-Imposed” terms and conditions will be optional to the awarded Vendor.

84) Vendor Contact

84.1 Vendor will designate one individual who will represent them to the NJPA during the contract period. This contact person will correspond with members for technical assistance, questions or problems that may arise. Include instructions if different contacts for different geographical areas are needed. This information will be distributed to members upon bid award.

85) Violation and Conflict Termination

85.1 NJPA may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the NJPA is or becomes at any time while the contract or any extensions of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the NJPA, unless the notice specifies a later time. A terminated contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA. Automatic termination to include:

- Vendor’s or NJPA’s voluntary or involuntary bankruptcy or insolvency;
- Vendor’s failure to remedy a material breach of this agreement 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 this agreement to be in violation of the law.

86) Payment Terms

86.1 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 offered by NJPA and other P-card Vendors.

87) Service/Specialized Performance Agreements

87.1 In the event that service requirements or specialized performance requirements which are not included in this Contract such as ecommerce specifications, specialized delivery requirements (inside or desktop delivery), individualized requirements for on campus delivery, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from this Contract. 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. In all cases Vendor reserves the right to adhere to its company policy regarding any such agreements.

88) NJPA Member Sign-up Procedure

88.1 Those NJPA Members that are eligible for multiple government, cooperative, or corporate sales agreements, may request membership with NJPA.

- Potential members must complete a “Member Sign-up Form” which is attached as Attachment 4 and available online at njpacoop.org.
- NJPA Members requesting a change from their current agreement must execute a new “Member Sign-up Form”.

It is the responsibility of NJPA and its NJPA Members for completion and submission of these forms. Vendor agrees to assist in the promotion of this process.

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

D. SPECIFICATIONS REQUEST AND BID RESPONSE EXPECTATIONS

89) Requested Specifications Guidelines

89.1 This solicitation enables a vendor to respond with solutions to satisfy the current and future needs and requirements set forth and traditionally defined and requested by the specific industry and NJPA qualifying members with regard to **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES**, products and services. The equipment, products and services are to be available at a quality level set by industry standards. A specification may be accepted as a standard, a part of a standard or independent of a standard. No industry specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the NJPA member. Any vendor who believes this IFB is unnecessarily restrictive and submits a bid must indicate such in his/her response. 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. Vendors shall offer equipment, supplies and/or services, which they believe come closest to meeting the NJPA Members’ needs and general and customary specifications. If the vendor deviates from these specifications, reasons why, in their opinion, the equipment, supplies and/or services they offer will render equivalent reliability, coverage, performance and/or service must be stated. Failure to detail all deviations [from the original approved product list] may comprise sufficient grounds for rejection of the entire bid.

89.2 This IFB is for the implementation of a prime vendor purchasing contract for **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** to serve all NJPA current and future members. Consideration will be given to the degree service is available in all 50 states (see Scope and Intent). **Vendors will be expected to exhibit an understanding of our NJPA Members’ present and future needs. This IFB is designed to meet and/or exceed all common and customary national industry standards or required specifications as understood by users. Vendor must exhibit the interest and ability to provide the specific current and future needs of NJPA Members. The products, equipment and services are to allow NJPA Members to function in a usual and customary manner and allow for traditional/future expansion of use and capabilities. Vendor must exhibit a visionary interest and plans to provide product and service expansion as the needs and requirements of the NJPA Members advance through new technology or product features. Vendors will be expected to provide industry standard products, services and installation of required equipment.**

90) Minimum Product Requirements

90.1 **Scope of products to be bid:** NJPA hereby invites a bid for the widest possible array of “Industry Standard” products within the definition provided. Products bid are generally to be bid delivered and operational at the NJPA Member’s site. Exceptions to “Delivered and operational” must be explicitly disclosed in your bid response. Minimum requirements requested in this IFB are defined as a variety of products and equipment and training necessary to meet and or exceed the needs of the NJPA current and NJPA member. Expectations also to include performance at levels equal to or greater than the performance expectations specifically defined for this type of

equipment by industry standard requirements as defined and by the current industry guidelines. Complete and total knowledge of guidelines and member expectations must be exhibited.

91) Hot List

91.1 NJPA is requesting a complete discount listing of all available products offered by the vendor, as well as, a specific selection of most commonly used products defined as a “hot list.” This list of products is to be items most commonly used by NJPA Members and must be discounted deeper than that of the general and overall listed contract discount. All product pricing, including the hot list must be submitted in hard copy as well as electronically provided in Excel format and fully copied on a CD along with other required IFB information. The stock number/item number, product description, manufacturer, list price, hot list price and any other product information deemed relevant by the vendor is also to be included. Consideration and valuation points will be given to the most advanced selection of hot list products.

92) Line Item Bid Response

92.1 A “Line Item Bid Response” is an individual listing of products to be bid and the prices at which those products are bid. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Vendors with large a number of products to bid may find this method cumbersome.

92.2 NJPA is requesting a complete inventory selection of equipment as provided by the responding vendor relating to this IFB. This will allow our bid review committee, and ultimately members, to easily determine the cost of goods and services, as well as, select products and equipment from a menu formatted listing. All line items must be numbered, organized, sectioned and easily understood by the bid review committee and members. Line items are to be submitted electronically in Excel format and are to include manufacturer description, stock number, list price, contract price, and indication as a selected “hot list” item. Vendors must provide a line item written description response to services submitted and related pricing. This written response can be a part of the line item section. This IFB is an “Indefinite Quantity Unit Price Request” with potential national sales. You are agreeing to provide 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 provided in hard copy tabbed and organized under Tab 4 and copied on a CD along with other requested information as a part of this IFB.

93) Category Discount from Catalog

93.1 A “Category Discount from Catalog Bid Response” identifies a percentage discount to be applied to defined categories of products from one or more published catalogs. The catalog may be published by the Bidding Vendor or by the Bidding Vendor’s supplier. “Published” means available to the public in either print or electronic formats where an “Auditor” may verify the “Base Price” of a product bid.

93.2 In the event the product submission includes a large number of items that in the opinion of the responder a “discount off category” is a better format to understand and access this format may be submitted. A line item response is preferred. A combination of a line item, discount off category and hot list is acceptable if easily understood by all parties.

94) Value Added Attributes, Products and Services

94. Value-Added Services are items and services offered in addition to the product being bid which adds value to those items being bid. “Installation and Set-Up” may, for instance, be “Value Added Services” for products where a typical buyer does not have the ability to perform these functions.

94.1 Valued added and expanded services as it relates to the IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **EXERCISE RELATED**

EQUIPMENT, SUPPLIES 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, and service.

94.2 Minority and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA members to involve WMBE Contractors in the purchase of goods and services. Contractors should indicate in the value added section of their bid response whether they are an WMBE.

94.3 Environmentally Preferred Purchasing Opportunities: It is the policy of some NJPA members to involve goods and services deemed to be environmentally preferred purchasing opportunities in their procurement. Contractors should indicate in the value added section of their bid response any such traits for their goods and services being offered.

E. **VENDOR QUESTIONNAIRE**

Form A

VENDOR QUESTIONNAIRE

Vendor Name: _____

Questionnaire completed by: _____

Please answer all questions and address all requests made in this IFB. Supply any applicable supporting information and documentation. Organize your answers, documentation and information under the questionnaire response tab. All information must be typed, organized and easily understood by evaluators. Limit your answer and documentation as they directly relate to this IFB. This questionnaire may be printed and space allowed under each question or delivered in a format established by the vendor provided it is organized and easily understood.

- 1) Provide the full legal name, address and telephone number for your business.
- 2) Provide contact information for the primary contact person for your business.
- 3) Provide a "Certificate of Good Standing" for your business.
- 4) Provide a "Certificate of Secretary" for your business.
- 5) For public companies, provide your most recent annual report to shareholders.
- 6) For private companies, provide your most recent year-end financial statements, you bond rating, and/or a credit reference from your bank.
- 7) Supply an organizational chart of the sales force structure that will support the contract.
- 8) Is the bidder the manufacturer or a re-seller of the products being bid?
- 9) List field manager(s) employed by your company, their addresses and telephone numbers, and describe their territories.
- 10) 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.
- 11) List any third parties contracted in providing sales, installation, and service functions for the products being bid. List their addresses, telephone numbers and describe their territories. Provide a specific description of any written contract with these third parties where it relates to this bid. If the contract(s) are not yet completed provide a description of the proposed contract.
- 12) Provide an executive summary of your company.
- 13) Provide a brief history of your company that includes its philosophy.
- 14) Identify any areas of the United States You will **NOT** be serving.
- 15) Identify your ability to service Canada specifically, and internationally in general.
- 16) Supply three performance reviews from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 17) Provide names and addresses of the top five (5) governmental or education members and dollar volumes.
- 18) Provide documentation to verify manufacturer's warranty protection for the products and services to be sold.
- 19) Provide documentation indicating the total dollar volume of your sales for the last three (3) fiscal years.
- 20) Indicate the number of years your company has been in the **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** industry.
- 21) Indicate your company's available lines of products and services.
- 22) Briefly describe the products, equipment, and services you are offering to NJPA members.
- 23) Describe your customized marketing program strategy to promote the proposed contract.
- 24) Describe your marketing material promoting this type of partnership and contract opportunity.
- 25) Describe your perception of NJPA's role in marketing the partnership and products and services.
- 26) Describe the quality of the products in your bid in relationship to others available in the market.
- 27) Describe technological advances your bid products offer.
- 28) Are you willing to allow for an administrative fee payable to NJPA for contract facilitation and marketing?
- 29) Will your company offer and promote the NJPA contract to **all** current and prospective NJPA members?
- 30) Describe your customer service process and procedure.

- 31) What additional value added options or program advantages do you offer?
- 32) List and document recent industry awards and recognition.
- 33) Describe any multiple levels of service or programs available as options for members.
- 34) Describe your use of the internet to provide marketing and product awareness.
- 35) Briefly describe your goal for this bid award and contract.
- 36) As an important part of the evaluation of your offer, you must indicate the level of marketing support 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 cooperatives or state purchasing departments.
- (Your bid will be considered “Non-Responsive” if this question on not answered.)
- 37) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
- 38) Describe your shipping, exchange and return program(s) and policy(s).
- 39) Describe all fees, not included in #35 above, normally incurred in the purchase of the products and services bid herein, whether paid to the “Bidder” or a third party.
29. Will you be using a “Line Item” or “Catalog discount by Category” pricing format?

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

F. RESPONDING COMPANY INFORMATION

Form B

Note: Additional data must be provided electronically and/or hard copy. Original must be signed and inserted in the bid after it is printed. Proper evaluation of response requires information about companies.

1. Public companies must provide their most recent yearly report to stockholders.
2. Provide a brief history of your company that includes the type of business conducted and its philosophy. If the bidder has recently purchased an established business and has proof of prior success in this business or a closely related business, please provide written verification.
3. Indicate the company's headquarters location. List any branch offices throughout the United States and Canada. Provide the name, title, qualifications and experience of your employee(s) that will be the general contact(s) for this contract and will coordinate the work.
4. For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit currently available to you and evidence of financial stability over the past three (3) years. This letter does not need to identify a specific dollar amount; instead, a credit range should be indicated. For example, "Credit in the low six figures" or "A credit line exceeding five figures." Bond rating is also acceptable.
5. Voids sometimes exist between management (those who respond to IFBs) and sales staff (those who contact the public educational institutions) that result in problems. Due to this fact, provide the names of your key sales people, phone numbers and states for which they are responsible.

VENDOR INFORMATION REQUEST

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll Free Number: _____ E-mail: _____
Web site: _____

COMPANY PERSONNEL CONTACTS

Contract Manager: _____
Email: _____ Phone: _____
Service Manager: _____
Email: _____ Phone: _____
Member Service Manager: _____
Email: _____ Phone: _____

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 vendors whose bids are determined in writing to be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a vendor must have been deemed responsive as a result of the criteria set for "Vendor Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: _____

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

	1000 Maximum Available Points	Points Awarded
Conformance to terms and conditions to include documentation	25	
Pricing	400	
Qualifications as a responding vendor	25	
References and past performance information (PPI), to include past member approval	25	
Selection and variety of products and equipment and manufactured products offered.	225	
Value added features of overall vendor program as developed to best serve the NJPA Member's purchasing experience.	50	
Industry standard market place successes and reputation.	100	
Ability to sell, market, and service NJPA Members through a national distribution network of authorized sales reps, field reps, and telemarketing.	100	
Industry standard product and/or service awards	25	
Description of national cooperative marketing program to be facilitated in cooperation with NJPA to promote contract.	25	

Total Points 1000 0

COMMENTS

Reviewed by: _____ Its _____

_____ Its _____

H. VENDOR RESPONSE CHECK LIST

Form F

	Yes	No
Understand General Instructions, IFB Procedures and Operating Contract	<input type="checkbox"/>	<input type="checkbox"/>
Understand requested Product Specification and IFB Response Expectations	<input type="checkbox"/>	<input type="checkbox"/>

SPECIFICATIONS AND BID FORMS

Bid Submittal Organization and Check List

1. In order to ensure that every bid receives a fair evaluation and comparison, it is required that each bid be organized in the following manner: a three-ring binder with an inside pocket and a set of six index dividers is required.
2. It is suggested that the bidder preparing a response check off each required item as it is completed. The same list will be used by NJPA evaluators to ascertain that the bid is complete.
3. Any submittals too large to secure in a binder must be clearly labeled with the name of the bidder.
4. Two original copies of the bid shall be submitted.
5. Data must be provided on electronic media (3.5" diskettes or CD's), when applicable, and a hardcopy printout of the data shall be signed and submitted with the bid. Electronic media shall be placed in a protective pouch and clearly identified with the vendor's name, name of the bid and date. Electronic price lists shall be in Microsoft Excel 2000 or less and shall allow for sorting on any of the fields listed below. Other documents may be submitted as Microsoft Word or PDF files.

All original documents with signatures required shall be original signed with ink.

Divider Tab	Form	Description	Signature Required	Hard Copy	Word or PDF File	Excel File
5	A	Questionnaire for Responders	X	X	X	
1	B	Bidders Company Information	X	X	X	
5	C	Exception to Terms, Conditions and Specifications	X	X	X	
1	D	Copy Vendor Bid & Acceptance Signature	X	X	X	
4		Pricing for products and overall program to include Value added Warranty documents		X		X
3		Vendor qualification documents Financial or stock holder reports License documents		X		
Left Pocket		____ Bid security bond for \$10,000.00 ____ Labeled CD(s) or disk(s)		X		X
1	E	Vendor assurance of compliance (Hard copy notarized)	X	X		
6	F	____ Product marketing material Bidder's checklist Form F	X	X		
2		Copy of bid in page order		X		
Left pocket		Forms D & E signed original documents in envelope	X	X		

_____ *All questions have been answered and data provided as requested. (Omissions and errors can cause bids to be rejected.)*

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

J.

Form D

<p>IFB, ACCEPTANCE OF BID And BID AWARD IFB # 061507</p>

Bid, Acceptance of Bid and Contract Award

EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES

Bid to be Completed Only by Vendor

In compliance with the Invitation for Bid for **EXERCISE RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES**, the undersigned warrants that I/we have examined the Instructions to IFB and, being familiar with all of the conditions surrounding the requested products, hereby offer and agree to furnish requested products and services in compliance with all terms, conditions, vendor offered specifications, and applicable amendments of this IFB and Vendor's response to IFB. Signature also certifies understanding and compliance with the certification requirements of the Instructions, Terms and Conditions, General Specifications, Expectations, Technical Specifications requested, Service Expectations and any Special Terms. The undersigned understands Vendor's, as well as any sub-vendor's competence and responsibility, time of completion and other factors of interest to NJPA as stated in the evaluation section will be a consideration in making the award.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____

Acceptance of Bid and Contract Award to be Completed Only by NJPA

Your bid is hereby accepted and awarded. As an awarded vendor, you are now bound to sell the equipment, materials and services listed by the attached bid including all terms, conditions, specifications and amendments as set forth in the IFB and your response to that IFB. NJPA will now offer to negotiate a Vendor Contract with Vendor. The Vendor Contract will serve to further define responsibilities with regard to marketing and administration fees. As the vendor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until vendor receives an executed vendor contract from the NJPA. The parties intend the IFB, Vendor's response to IFB, and Vendor contract to constitute the final and complete agreement between the NJPA and the awarded vendor and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of the agreement shall be valid unless it shall be in writing and signed by both parties of the contract. If any provision of the agreement is deemed invalid or illegal by any appropriate court of law, the remainder of the contract shall not be affected thereby. The term of the agreement shall commence on the signing by both parties of the vendor contract and continue through the contract period unless terminated, canceled or extended.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____

Title: _____

NJPA Authorized signature: _____

Title: _____

Awarded this _____ th day of _____ **Contract Number # 061507**

K. VENDOR ASSURANCE OF COMPLIANCE

Form E

Bid Affidavit Signature Page

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating 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 no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, with any official of the NJPA, any employee thereof or any person, firm or corporation under contract with the NJPA whereby the bidder, in order to induce the acceptance of the foregoing bid by the NJPA, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatsoever and that the bidder has not, directly nor indirectly, entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that 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.
3. This is to certify that neither I, the bidder, nor, to the best of my knowledge, information and belief, 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.
4. This is to certify that the bidder or any person on his/her behalf 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.
5. This is to certify that, 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 IFB, vendor offered specifications and other documents of this solicitation.
6. 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.
7. The vendor has carefully checked the accuracy of all items and listed total price per item in this IFB. In addition, the vendor accepts all general terms and conditions of the IFB, including all responsibilities of commitment and delivery of services as outlined.
8. Accompanying this IFB is bid bond for \$10,000.00, the same being subject for forfeiture in the event of default by the undersigned.
9. In submitting this IFB, it is understood that the right is reserved by the NJPA to reject any or all IFBs and it is agreed that this IFB may not be withdrawn during a period of 90 days from the time of the opening date.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this IFB 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: _____

Bid Award Recommendation(s) for NJPA Membership Approval

From: _____ Committee

Committee Chair: _____

Committee Members: _____

Date: _____

Re: for (Commodity Category)

A. *Bids rejected prior to evaluation with cause for rejection:*

B. *Methodologies used by the committee for determination:*

C. *Vendors not listed in A above recommended for NO contracts with reasons for recommendation:*

D. *Vendors recommended for contracts with reasons for recommendation:*

It is recommended by the Bid Review Committee that a contract be approved for the following Vendor(s) An operating agreement will be established with the following vendor and recommended use by participating member agencies

1. _____
2. _____
3. _____
4. _____
5. _____