

# National Joint Powers Alliance®

## Invitation for Bid (IFB)

### **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**

#### **IFB Opening**

October 9, 2007

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

**IFB # 100907**

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES to NJPA and current and potential NJPA government, education, and non-profit Members in all 50 states, with possible international distribution. Specifications and details of this IFB are available until September 21, 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](mailto:gregg.meierhofer@njpacoop.org). Sealed Bids will be received until October 9, 2007 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

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

#### **IFB and Contract Timeline**

*August 31, 2007 and  
September 7, 2007  
September 21, 2007  
October 9, 2007  
2: 00 p. m.  
October 24, 2007*

- *Publication of IFB MPLS Star Tribune*
- *Deadline for IFB requests*
- *Deadline for bid 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](mailto: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-** A sole Vendor awarded in a product category. NJPA reserves the right to award an Exclusive Vendor in the event that a single Bidder 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 Ffor Bid.

**1.3 Line Item pricing-** A pricing format where specific individual goods or service is offered at specific individual prices. Goods and services are individually price and described by characteristics such as manufacture name, stock or part number, size, or functionality.

**1.4 Percent Discount From Catalog or Category Pricing-** A specific percentage discount from a defined published manufacturers list, or catalog price for the products or services being bid. Individualized percentage discounts can be applied to any number of product groupings.

**1.5 Hot List Pricing-** An optional Line Item Pricing style listing of specially selected products and services identified and understood by the Bidder as the products most commonly purchased by NJPA Members. This list is to be discounted deeper than that of the Percentage Discount From Catalog or Category Pricing or Line Item Pricing list of contracted products. The Hot List Pricing must be individually submitted on an Excel spreadsheet in addition to the other submitted product pricing. Hot List Pricing is optional.

**1.6 NJPA- National Joint Powers Alliance®- (NJPA)-** is a Minnesota 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 a 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 Vendor Contract-** This contract to be executed by and between an awarded Vendor and NJPA is to include, but is not limited to performance assurances, responsibilities and all terms and conditions of the facilitation of this IFB and resulting contract. All terms and conditions stated, defined and requested in this IFB shall be considered a part of the Vendor Contract. NJPA is seeking a contract term of 4 years subject to 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 will be considered a Prime Vendor and not a sub-contractor. Prime Vendors using sub-contractors are responsible for all actions of those sub-contractors. NJPA reserves the right to reject any sub-contractor.

**1.10 NJPA Members-** An NJPA Member is defined as any public or private educational agencies, districts or school boards, and any governmental unit including a city, county, town, political subdiviesion of Minnesota or

another state, the University of Minnesota, and any agency of the State of Minnesota or the United States, any instrumentality of a governmental unit, and any non-profit. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership, shall have the option and freedom to access any of the procurement contracts of NJPA.

**1.11 Specifications-** The accepted guidelines set forth by the **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** industry and understood and accepted by national industry standards, as well as by all participants in that industry. Submitted products and equipment are required to meet and/or exceed all current, traditional and anticipated future needs and requirements of NJPA and NJPA Members as they are understood by a responding Bidder. This method of requesting specifications in this solicitation is designed to enable a Bidder to satisfy the needs or requirements for current and future solutions, products, processes or services for a wide variety of NJPA Members. A Bid 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 for goods and serivces requested are not intended to unnecessarily overdefine specifications of the items capability of satisfactorily meeting the actual needs of NJPA and NJPA Members. If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these members known specifications, 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 NJPA and 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 functionality, 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. Bidders must outline deviations from this IFB request as a part of the response and label them as such. An acceptable venue for this type of communication would be in the Exceptions to the Terms and Conditions.

**1.12 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.
- Residual, resale, or buy-back value.

**1.12.1 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.

**1.13 Purchase Order-** Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) pursuant to this invitation and any resulting contract. A Purchase Order is an offer to purchase defined goods and services at specified prices by NJPA or NJPA Members pursuant to a contract resulting from this IFB, and an acceptance by the Vendor of the terms and conditions of the Purchase agreement and this IFB.

**1.13.1 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 purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**1.13.2 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation.

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

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

**1.16 Vendor-** A Bidder who's bid has been awarded AND has successfully completed a Vendor Contract.

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

## **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 its national members under MN Statute 471.59 Subd.1 which defines the ability of two governmental agencies to enter into an agreement to share a contract through the action of their governing boards. 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. 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 this IFB**

**3.1** The general intent of this IFB is to establish a national Line Item Pricing *or* Percentage Discount From Catalog or Category Pricing purchasing contract with a national manufacturer, or a distributor representing multiple manufacturers providing a variety of equipment, products, accessories and services surrounding **HEAVY, AGRICULTURE, SNOW, UTILTY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, as used and required by NJPA and NJPA Members. This IFB is solicited by NJPA and on behalf of all current and future NJPA Members 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 Bidders must be licensed and with the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.** It is further the goal of this IFB to allow bidders to anticipate and establish specifications and expectations on behalf of the NJPA Members. The service and distribution area is to cover the entire United States and have the potential to serve NJPA and all NJPA Members possibly internationally. NJPA is interested in expanding service into Canada in the event requests are made by Canadian membership. Bidders 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 a Bidder's response to this IFB through a complete product selection in a Line Item Pricing format to include product description, stock number, manufacture and contract price. A Percentage Discount from Catalog or Category Pricing offered by the Bidder is also acceptable if the products and equipment is far too numerous to name and price individually. Bidders are also invited to provide a specific selection of most commonly used

products defined as a “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 Pricing must be discounted deeper than that of the Percentage Discount from Catalog or Category Pricing or Line Item Pricing items. All Hot List Pricing submissions must be submitted in an excel format. All product specifications submitted in the Bidder’s response are expected to meet the goals and intent of the bid and current and future **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** needs of the NJPA Members as understood by the Bidder. It is important that the products submitted are the products, supplies and equipment typically requested by NJPA or NJPA Members. Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Questionnaire. Value added and expanded services as it relates to this IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** providing 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 future NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members over a wide geographic area. Naturally the goal and intent of this IFB is to follow through with a Vendor Contract to complete 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 Potential Bidders respond to this IFB only if they are able to offer expanded services and prices lower than what they would ordinarily offer on single government agency, 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 Bidder and as a result, enter into an Vendor Contract to provide Line Item Pricing and/or Percentage Discount From Catalog or Category Pricing of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** to meet and or exceed the current and future needs of NJPA and NJPA Members. Bidders must respond to this IFB as they understand and anticipate specifications typically requested by NJPA or NJPA Members. **It is further the intent and expectation of this request to establish a Vendor Contract with an Exclusive Vendor demonstrating the ability to serve NJPA Members throughout the entire United States.** In the event the responding Bidders are not able to service a national contract, NJPA reserves the right to award to multiple Bidders to meet this member service requirement.

**4.2** Consideration will be given in the bid evaluation 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 Bidder’s Information and Questionnaire. The submission of value added and expanded services will be given positive consideration in the award selection as the Bidder seeks to further exceed the expanding needs of the NJPA current and future member. Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today’s standards. The opportunity to indicate value added dimensions and such advancements will be available in the Bidder’s Questionnaire and Bidder’s product and service submittal and must be tabbed under Tab 4. Strong consideration will be given to companies demonstrating the ability to effectively market and service NJPA Membership nationally.

**4.3** An Award of contrat will be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee on behalf of its current and future NJPA Members. NJPA is seeking Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and

Vendor Contract to be marketed through the NJPA to its participating members. All terms and conditions of this IFB are to be considered a part of the resulting Vendor Contract.

**4.4** It is the intent of the NJPA to award a Vendor Contract to the best responsible Bidder(s) offering the best overall selection of products, supplies, equipment and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB. 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 Bidder's Response received and to accept the Bidder's Response, which in its judgment, is in the best interests of NJPA's and NJPA Members'. NJPA reserves the right to reject all Bid Responses and advertise again if, in NJPA's opinion, the received bids do not meet or exceed the minimum needs of the NJPA current and qualifying members. Evaluation of Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Experience with serving NJPA-type members.
7. Nature and extent of company data furnished in Bidder's Response.
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. 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 this IFB**

**5.1** The scope of this IFB is to outline a request to establish a Line Item Pricing and/or Percentage Discount From Catalog or Category bid for **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, 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 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 current year products and equipment with exceptional warranty provisions. Bids will be evaluated for their marketing plan with a national scope through in-house sales account managers, field representatives, telemarketing and on-line internet ordering, where applicable. Financial stability and an industry leading bond rating are important to insure the financial condition of the Bidder. NJPA is seeking and values a single source of responsibility for products and services to insure the accountability for product performance and member service. This contract must be available to all current and NJPA Members of the NJPA as defined.

## **6) Summary**

**6.1** A response to this IFB is an offer to contract with the NJPA based upon the goals, intent, terms and conditions, and scope of products and services contained in and referenced to in this invitation. The awarded

Bidder will be required to enter into a Vendor 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 Bidder and NJPA are not able to come to an agreement about a Vendor Contract, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the Bidder 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 a Bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by many potential buyers from government agencies, 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 this IFB. Potential 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 Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors. 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 Bidder's Responses for this project entitled "**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**" 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 deadline for receipt and opening of bids **2:00 p.m. on October 9, 2007**. The NJPA Director of Business Developmetn, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The Bid Award and resulting Vendor Contract will be awarded within timeframe identified in this IFB. **Specifications are available for pick up or mail delivery until 4:00 p.m. on September 21, 2007**. A letter or e-mail request is required to receive a complete IFB. Send or communicate all requests to the attention of Gregg Meierhofer 200 1<sup>st</sup> Street Northeast Staples, MN 56479 or [gregg.meierhofer@njpacoop.org](mailto:gregg.meierhofer@njpacoop.org) to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed packages. The outside of the package shall plainly specify "**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**" To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response 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) IT SHALL BE FED INTO A NATIONAL WIRE SERVICE BY THE MINNEAPOLIS STAR TRIBUNE, AND 3) IT SHALL BE POSTED ON NJPA'S WEBSITE, AND POSTED TO OTHER THIRD PARTY WEBSITES DEEMED APPROPRIATE BY NJPA. NJPA WILL NOT MAINTAIN OR COMMUNICATE TO A BIDDER'S LIST. ALL INTERESTED BIDDERS MUST RESPOND TO THE SOLICITATION AS A RESULT OF AN 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 this IFB, in writing, referencing “**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**” to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or [gregg.meierhofer@njpacoop.org](mailto: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 of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders 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 (7<sup>th</sup>) day prior to bid due-date cannot be answered.

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

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

## 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 to this IFB

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

## 13) Administrative Fees

**13.1** Bidder 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 Bidder, to multiple Bidders, or to reject any or all bids in whole or in part. NJPA also reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in NJPA discretion, are 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. A contract is formed when the NJPA Board of Directors approves and sign the applicable Bid Affidavit Signature and Acceptance Form document (see Form A), AND a Vendor Contract is executed by both NJPA and the awarded Bidder.

#### **15) Brand Names**

**15.1** The use of a manufacturer name, brand, make and/or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate a character, quality, and performance equivalence of the commodity for which bids are submitted. Bidders may submit equitable substitutions as agreed between Vendor and NJPA or 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 Bidder being considered. All bids must contain answers or responses to the information requested in the bid forms. Any Bidder failing to provide the required documentation may be considered non-responsive. 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 cashier's check payable to NJPA in the same amount) 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 AND PURPOSE TO A BID

BOND.

## **17.2 BID SECURITY PURPOSE**

THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO INSURE THAT THE AWARDED BIDDER FOLLOWS THROUGH IN THE DEVELOPMENT AND ACTIVATION OF A VALID VENDOR CONTRACT 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 this IFB. Bidders are required to respond to the portions of this IFB using Microsoft Excel. Responses submitted electronically alone 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 must 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 the deadline for submission of bids.

**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, a Vendor will provide all performance bonds typically required in their industry and required by NJPA or NJPA Members. This bond will be issued at the time a Purchase Order between the member and the Vendor. 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 this 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 Bid Acceptance form, the Bidder 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 Bidder 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 Bidder Compliance and acceptance of all terms and conditions and Bidder’s 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: Bidder Qualifications**

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

### **Tab 4: Cost Submittal**

- **Price discounts for categories**
- **Value added submittals in Line Item Pricing 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 an envelope in the left front 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, and the deadline for 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 Bid 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 physical possession of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA with the bid number, bid category name, the deadline for bid submission, 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 deadline for bid submission 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 this 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 bid being disqualified by NJPA. Terms of this 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 Bidder(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) Bidder 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 Bidders 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 Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification. Language to the effect that the Bidder does not consider this solicitation to be part of a contractual obligation will result in that 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. Possesses qualifications as a responding Bidder that meets or exceeds 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 nationally. Yes/No
11. Line Item Pricing, in approved excel format, listing of all of the proposed products, services and warranties provisions with their associated units of costs. Yes/No
12. Hot Basket Pricing of the most commonly purchased items in a Line Item Pricing format (where applicable).
13. Contract Pricing submitted as requested to include Line Item Pricing and/or Percentage Discount From Catalog or Category Pricing.

**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**

**25.2.1** 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.

**26) Overall Evaluation of Criteria**

**26.1** 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 Bidder 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 intent of this IFB. The total evaluation points will be used as part of the final bid award determination.

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

## **27) Captions, Headings and Illustrations**

**27.1** 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.

## **28) Contract Type**

**28.1** NJPA is requesting a Percentage Discount from Catalog or Category Pricing as well as or exclusively a Line Item Pricing listing of products and equipment (and services where applicable). The type of contract depends on the number of items submitted. The Bidder may respond either way or in a combination of the to response methods. Bidder 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 Bidder's Response and mutually agreed upon with NJPA during the term of the contract.

## **29) Certificate of Insurance**

**29.1** Prior to commencing services under this contract, successful Bidder 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. Prior to commencing purchasing under this contract, the Bidder 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 Bidder's insurance company shall issue valid certification documentation. In addition, Bidder must be willing to provide, upon request, certification of insurance to any NJPA Members using this contract.

## **30) Current Products**

**30.1** All bids shall be for new, latest model equipment, and current accessories and supplies currently manufactured and marketed to the educational and governmental agencies and other NJPA Members.

## **31) Close-Out Products**

**31.1** 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.

## **32) Contract Term**

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

**32.1** 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 Bidder's information.

### **33) Contract Termination**

**33.1** 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.

### **34) Certification**

**34.1** By signature in the offer section of the contract award page, the Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through contract additions.

### **35) Clarification**

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

### **36) Completed Bid**

#### **36.1 A Completed Bid Must Contain the Following:**

**36.1.1** Submission of completed Bid questionnaire and all Bid forms shall be completed in full as requested. All Bid 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 Bid or an authorized agent. Submission of services, related services and products as it relates to this IFB request. See section H form F.

#### **36.2 Conditions Preceding an Award**

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

#### **36.3 Correction of IFB**

**36.3.1** Upon examination of this IFB document, Bidder 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 this IFB must be made by addendum. Interpretations, corrections

or changes made in any other manner will not be binding and Bidder shall not rely upon such. Contract Award and Implementation

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

### **36.4 Contract Product/Equipment/Service Additions**

**36.4.1** 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.

### **36.5 Manufacturer's List Price / Product Catalog Price**

**36.5.1** When a Bidder elects to use "Percentage Discount from Catalog or Category", Bidder will be responsible for providing and maintaining current "Base Pricing" with NJPA throughout the term of any contract resulting from this IFB.

**36.5.2** Manufacturer's List Price / Product Catalog Price is defined as that price generally charged public or private customers for a particular item absent a contract such as that contemplated by this IFB.

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.

### **36.6 Price of Products**

**36.6.1** 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.

**36.6.2** Hot List Pricing is an optional grouping of products most often purchased by NJPA and it's Members which the Bidder offers at discounts greater than the regular contract bid pricing.

### **36.7 Price Adjustments**

**36.7.1** Price decrease adjustments (percentage discount increases) 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.

**36.7.2** Regular Contract Price increase requests (percentage discount decreases) must be submitted in writing sixty (60) days 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.

**36.7.3** 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 current Hot List Pricing with NJPA.

### **36.8 Volume Price Discounts:**

**36.8.1** Bidder's/Vendor's are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a contract resulting from this IFB.

36.8.2 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.

### **36.9 Product Additions / Deletions-**

**36.9.1** New products and services may be added to a contract resulting from this IFB at any time during that contract if those products, services, and their relative pricing are generally consistent with those originally contracted. The successful Vendor must make written request to add such products and services, and their pricing to the Contract.

**36.9.2** Outdated or discontinued products may be removed from the contract at any time during the contract on written request and at the option of NJPA.

### **36.10 Vendor Contract Development**

36.10.1 Following the final Bidder's Response evaluations and bid award, the NJPA will work in cooperation with a successful Bidder to develop a Vendor Contract between NJPA and the awarded Vendor. If a satisfactory Vendor Contract cannot be developed, NJPA reserves the right to award the next most qualified Bidder based on the defined IFB evaluation process who may then be approached to develop a contract.

### **36.11 Confidential Information**

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

### **36.12 Data Privacy**

36.12.1 Bidder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold

the NJPA harmless from unlawful disclosure and/or use of private/confidential information.

### **36.13 Defective Goods**

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

### **36.14 Default in One Installment is Limited to Such Shipment**

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

**36.14.1** 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 price lists 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.

### **36.15 Estimated Quantities/Sales Volume**

**36.15.1** 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 and subsequent 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.**

### **36.16 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.

### **36.17 Hazardous Substances**

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

### **36.18 Improper Delivery**

**36.18.1** 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.

### **36.19 Licenses**

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

### **36.20 Late Bids**

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

### **36.21 Legal Obligations**

**36.21.1** All Vendors shall comply with all applicable local, state and federal laws, and regulations while fulfilling this IFB and any awarded contract. It is the Bidder's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products identified in this IFB and any awarded contract. Applicable laws and regulations (etc.) must be followed, even if not specifically identified herein.

## **37) Marketing Requirement**

**37.1** The Bidder must exhibit the willingness and ability to take ownership and promote the product, equipment and/or service contract. Bidder must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the contract and program to all NJPA Members. Awarded Vendor agrees to actively market in cooperation with NJPA all available services to current NJPA Members, as well as potential members.

## **38) Marketing Plan**

**38.1** 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 Vendor actively promote the contract in cooperation with the NJPA. NJPA requires awarded Vendors to offer the NJPA contract opportunity to all current and NJPA Members.

## **39) Member Sign-up Procedure**

**39.1** Awarded Vendors must 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 this IFB effectively.

## **40) Modification or Withdrawal of a submitted bid**

**40.1** A submitted bid may not be modified, withdrawn from or cancelled by the Bidder for a period of sixty (60) days following the time and date designated for the receipt of bids. **Prior** to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts and Business Development. Such notice shall be submitted in writing or by telegram and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Potential Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidder.

#### **41) Multiple Awards**

**41.1** 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 Bidders 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 Bidders. 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.

#### **42) Past Performance Information**

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

#### **43) Protests**

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

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by 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 sought.
5. A good faith fee of \$1,000 payable to NJPA will accompany the formal protest. If the protest is found to be groundless by the NJPA the fee will be forfeited to NJPA. Any protest review and action will be considered final with no further formalities being considered.

#### **44) Product Line**

**44.1** If applicable, Contracts will be awarded to Bidder(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 Bidders submit their complete product line of equipment, supplies and services described in the scope of the bid. Bidder(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 Pricing item as a part of the award.

#### **45) Public Record**

**45.1** 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 by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

#### **46) QUESTIONNAIRE**

**46.1** All Bidders Response forms must be clearly typed, written and/or initialed with ink by the person signing the Bidder's Response. A separate attachment answering the Bidder's Questionnaire form is acceptable. Submission of services, related services and products as it relates the specifications to this IFB request. Value added products and services are acceptable as it relates to the specific product and services requested.

**47) NJPA Membership**

**47.1** 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.

**48) Rejection of bids**

**48.1** 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 bid security, other data required by this IFB, or if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Vendors.

**49) Restocking Fees**

**49.1** 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 Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

**50) Reports**

**50.1** 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.

**51) Sales Tax**

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

**52) Shipping Costs**

**52.1** 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 ninety-days (90) of receipt of the Purchase Order. The Bidder shall list any exceptions [to the shipping policy/costs].

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

**52.2a** Selection of a carrier for shipment will be the shippers' option unless specified otherwise by the Qualifying Member and at Qualifying Member's expense.

**52.3** 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.

**53) Shipping Errors**

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

**54) Substitutions**

54.1 The materials, products and services described in the IFB, and Bidder's bid submission establish a standard of type, function, and quality to be met by any proposed substitution. All substitutions are subject to the approval and acceptance of the purchaser.

**55) Bidder Acceptance Period**

55.1 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 deadline for submission of bids.

**56) Wavier of Bid Formalities**

56.1 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.

**57) Warranty**

57.1 The Bidder/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 Bidder 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.

57.2 The Bidder/Vendor warrants to the Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

## **C. VENDOR CONTRACT-GENERAL TERMS AND CONDITIONS**

**58) Advertising**

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

**59) Applicable Law**

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

of Minnesota.

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

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

## **60) Assignment**

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

**60.2** 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 reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

## **61) Audits**

**61.1** 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.

## **62) Authority**

**62.1** 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.

## **63) Cancellation- Performance and Compliance**

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

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

- The Vendor fails to report quarterly sales volume.

**63.2** 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.

**63.3** 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.

**63.4** 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.

**63.5** 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 Bidder/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the 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.

#### **64) Credit limit**

**64.1** 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 its Member school district or political subdivision, or governmental entity that received the product and/or service.

#### **65) Discontinued Products**

**65.1** 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.

#### **66) Federal Requirements**

**66.1** 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.

#### **67) Force Majeure**

**67.1** 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 sheers, 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.

#### **68) Gratuities**

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

#### **69) Legal Remedies**

**69.1** All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County Minnesota.

#### **70) Liens**

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

#### **71) Currency**

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

#### **72) Nonexclusive Contract**

**72.1** 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.

#### **73) Patent and Copyright Infringement**

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

#### **74) Provisions Required By Law**

**74.1** Bidder/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.

#### **75) Right to Assurance**

**75.1 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.

**76) Safety Standards**

**76.1** 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.

**77) Serial Numbers and New Products Only**

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

**78) Non-Waiver of Rights**

**78.1** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**79) Suspensions or Debarment Status**

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

**80) Delivery, Risk of Loss, and Inspection**

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

**80.2** Unless specifically stated otherwise in the "Shipping Program" of a Bidder's response, and regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by NJPA or NJPA Member. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

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

## **81) Terms and Conditions**

**81.1** 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 Vendor Contract

**81.2** The Vendor Contract represents the final written expression of agreement. All terms and conditions that are contained in this IFB are binding to the Vendor Agreement and no other agreements or representations that materially alter it are acceptable.

**81.3** 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.

## **82) Vendor Contact**

**82.1** 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.

## **83) Violation and Conflict Termination**

**83.1** 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.

## **84) Payment Terms**

**84.1** 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.

## **85) Service/Specialized Performance Agreements**

**85.1** 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.

## 86) NJPA Member Sign-up Procedure

**86.1** 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. Bidder/Vendor agrees to assist in the promotion of this process.

**86.2** 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.

## 87) Prevailing Wage

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

## D. SPECIFICATIONS REQUEST AND BID RESPONSE EXPECTATIONS

### 88) Requested Specifications Guidelines

**88.1** This solicitation enables a Bidder 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 **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, 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 Bidder 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. Bidders 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 Bidder 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.

**88.2** This IFB is for the completion of a purchasing Contract with a Prime Vendor for the purchase of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** to serve all NJPA current and future members. Consideration will be given to the degree service is available nationally (see Scope and Intent). **Bidders 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. Bidder 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. Bidder 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. Bidders will be expected to provide industry standard products, services and installation of required equipment.**

## **89) Minimum Product Requirements**

**89.1 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.

## **90) Hot List Pricing**

**90.1** NJPA is requesting a complete discount listing of all available products offered by the Bidder/Vendor, as well as, a specific selection of most commonly used products defined as a Hot List Pricing. 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 Pricing must be submitted in hard copy as well as electronically provided in Excel format and fully copied on a CD along with other required Bidder’s Response information. The stock number/item number, product description, manufacturer, list price, hot list price and any other product information deemed relevant by the Bidder/Vendor is also to be included. Consideration and valuation points will be given to the most advanced selection of Hot List Pricing products. Providing a “Hot List” of products is optional.

## **91) Line Item Pricing Bid Response**

**91.1** A “Line Item Pricing 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 Bidders with large a number of products to bid may find this method cumbersome.

**91.2** NJPA is requesting a complete inventory selection of equipment as provided by the responding Bidder relating to this IFB. This will allow our bid review committee, and ultimately our Members, to easily determine the cost of goods and services, as well as, select products and equipment from a menu formatted listing. All Line Item Pricing items must be numbered, organized, sectioned and easily understood by the bid review committee and members. Line Item Pricing items are to be submitted electronically in Excel format and are to include manufacturer description, stock number, list price, contract price, and Pricing. Bidders must provide a Line Item Pricing written description response to services submitted and related pricing. This written response can be a part of the Line Item Pricing 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 a Bidder’s Response.

## **92) Percentage Discount From Catalog or Category Pricing**

**92.1** A Percentage Discount From Catalog or Category Pricing 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 Bidder or by the Bidder’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 during the term of a contract.

**92.2** In the event the product submission includes a large number of items that in the opinion of the responder a Percentage Discount From Catalog or Category Pricing is a better format to understand and access this format may be submitted. A Line Item Pricing response is preferred; however a combination of a Line Item Pricing and Percentage Discount From Catalog or Category Pricing is acceptable if easily understood by all parties.

**93) Value Added Attributes, Products and Services**

**93.** 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.

**93.1** Valued added and expanded services as it relates to this IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** 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.

**93.2 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should indicate in the value added section of their bid response whether they qualify as a Mintorty, Small Business, or WMBE entity.

**93.3 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. Vendors should indicate in the value added section of their bid response any such traits for their goods and services being offered.

## **E. BIDDER QUESTIONNAIRE**

### **Form A**

## **BIDDER QUESTIONNAIRE**

Bidder 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 Bidder 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 **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** 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 Pricing" or "Percentage Discount From Catalog or Category Pricing" format?

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**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 NJPA Members) 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.

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

Evaluation for: \_\_\_\_\_

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. BIDDER RESPONSE CHECK LIST

### Form F

	Yes	No
Understand General Instructions, IFB Procedures and Vendor Contract	<input type="checkbox"/>	<input type="checkbox"/>
Understand requested Product Specification and Bidder's 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 Bidder'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 Bid & Acceptance Signature	X	X	X	
4		Pricing for products and overall program to include Value added Warranty documents		X		X
3		Bidder 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	Bidder 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**

<b>BID OFFERING</b> <b>And</b> <b>ACCEPTANCE AND AWARD</b> <b>IFB # 100907</b>
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**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**

Bid Offering (To be Completed Only by Bidder)

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

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

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set fort in the IFB, any amendments to the IFB, and the Bidder's Response. NJPA will now offer to establish a Vendor Contract with you. As the awarded Bidder, you are herby cautioned not to commence any billable work or provide any goods or services under this contract until a Vendor Contract is fully executed. The Vendor Contract will serve to further define responsibilities of the parties with regard to marketing, administration fees, and final terms and conditions. By execution of the Vendor Contract, the parties intend this IFB, Bidder'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. The term of the agreement shall commence on the date of this award and continue for a maximum term of four years AND which is subject to annual renewal at the option of both parties. Annual renewal dates will be \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_,20\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and final maturity for this contract will be \_\_\_\_\_, 20\_\_\_\_.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

NJPA Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_

**Contract Number # 100907**

## **K. BIDDER ASSURANCE OF COMPLIANCE**

### **Form E**

#### **Bid Affidavit Signature Page**

#### **AFFIDAVIT**

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

1. They are authorized to act on behalf of, and encumber the "Bidder", and
2. No person, firm or entity, 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, and
3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and
4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and
6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and
8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and
9. Accompanying this bid is a bid bond for \$10,000.00, or a cashiers check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default by the undersigned, and
10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the time of the opening date, and
11. The Bidder certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Company Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

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

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

# Bid Award Recommendation(s) for NJPA Membership Approval

From: \_\_\_\_\_ Committee

Committee Chair: \_\_\_\_\_

Committee Members: \_\_\_\_\_

Date: \_\_\_\_\_

Re: for (Commodity Category)

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

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

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

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

\*\*\*\*\*

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_