

# National Joint Powers Alliance® Invitation for Bid (IFB)

## Administrative Software and Related Applications

### IFB Opening

January 30, 2006

1:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

### **IFB #013006**

The National Joint Powers Alliance® (NJPA) is requesting bids on **Administrative Software and Related Applications**. This request is to establish a national purchasing contract to offer **Administrative Software and Related Applications** for all qualified members of the NJPA located in all 50 United States with potential international distribution. Bid IFB to include specific terms and conditions. Bid request and details may be obtained by letter of request to Melissa Larson, NJPA, 200 First Street Northeast, Staples, MN 56479. Specifications and details are available until 4:00 p.m. January 16, 2006. Sealed Bids will be opened on January 30, 2006 at 1:00 p.m. at NJPA, Staples, MN. NJPA reserves the right to reject all bids.

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

### IFB and Contract Timeline

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| <i>January 2 and<br/>January 9, 2006</i> | <i>• Publication of IFB MPLS Star Tribune</i>                                  |
| <i>January 16, 2006</i>                  | <i>• Deadline for IFB requests</i>   |
| <i>January 30, 2006<br/>1:00 p.m.</i>    | <i>• Deadline for IFB Submittals, Questions and<br/>Public Opening of bids</i> |
| <i>February 6, 2006</i>                  | <i>• Bidders are advised of the results of the bid</i>                         |

*Direct questions regarding this IFB to:*

*Melissa Larson [melissa.larson@njpacoop.org](mailto:melissa.larson@njpacoop.org) (218)894-5482*

**IFB Procedures offers the methods for submitting questions.**

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## **A. GENERAL INSTRUCTIONS and INFORMATION**

### **General Definitions**

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

**IFB-** Invitation for Bid

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

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

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

**NJPA- National Joint Powers Alliance®-**A Minnesota-based Service Cooperative operating nationally serving all qualified members. Publicly elected officials govern NJPA. NJPA develops contracts in compliance with the Municipal Contracting Law M.S. 471.345.

**North Central Service Cooperative (NCSC)-** is a Minnesota service cooperative created by Minnesota Legislative Statute 123A.21 with the directive and commitment to potentially serve all educational agencies, public and private, including colleges and universities. Also qualifying for services by Minnesota Statute are all cities, counties and all governmental agencies, to include all qualifying non-profit organizations. The Minnesota Statute also potentially allows for service of qualified member agencies nationally. North Central Service Cooperative has established a national organization and is recognized through By-laws and DBA as the National Joint Powers Alliance® (NJPA). Related Statute of reference applying to the intent of this IFB is MN Statute 471.345 sub 15.

**Operating Contract-** This contract is to include, but is not limited to, price of services, vendor performance assurances, responsibilities and all terms and conditions of the facilitation of the IFB and contract. All terms and conditions stated, defined and requested in this IFB shall be considered a part of the operating contract. NJPA is seeking a contract term of 5 years through annual renewals, as allowed by Minnesota Contracting Law. Full term is expected, but will only continue through successful annual renewals.

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

**Qualified Members-** Any and all cities, counties, public and private educational agencies and all non-profits to include qualifying hospitals and nursing homes. Membership in NJPA is required to participate through this potential contract. Any member of NJPA shall have the option and freedom to access the defined products and services through the awarded NJPA IFB and contract. The awarded contract must allow for participation by all qualifying member agencies with access to the awarded services contract.

**Specifications-** The accepted guidelines set forth by the **Administrative Software and Related Applications** industry and understood and accepted by national industry standards, as well as by all vendors in the applicable field. Specifications are required to meet and/or exceed all current and traditional needs and requirements of the NJPA qualified members and understood by the responding vendor. The method of requesting specifications in this solicitation is designed to enable a bidder to satisfy a need or requirement for the current and future solutions, products, processes or services for a wide variety of NJPA members. The vendor submittal may be expressed as a

standard, a part of a standard or independent of a standard provided it meets the anticipated needs of the NJPA member at an industry-accepted level. It is understood that specifications and equipment requested are not intended to unnecessarily overstate specification of items capable of satisfactorily meeting the actual needs of the NJPA members. If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these members known specifications, then that will be considered sufficient cause to reduce evaluation points. Bidders shall bid equipment, supplies and/or services that they believe comply with the current and future needs of the NJPA members. If the bidder deviates from the industry standard specifications for NJPA type members, reasons must be stated for such deviation and why, in their opinion, the equipment, supplies and/or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid. The award will strongly consider the variety, quantity and quality of products submitted. Vendor must outline deviations the IFB request as a part of the response and label as such. An acceptable venue for this type of communication would be in addition to the Exceptions to the Terms and Conditions.

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

### **About The National Joint Powers Alliance® (NJPA)**

NJPA is a Joint Powers organization operating under Minnesota Statue 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd 15 defining cooperative purchasing. NJPA also serves national member members under MN Statute 471.59 Subd 1 defining the ability of two governmental agencies to enter into an agreement to contract in common through the action of each governing board through Joint Exercise of Powers. This action is based on their local legal ability to recognize and participate in NJPA contracts. The legal access rests on the reference and authority of each individual “Joint Exercise of Powers Authority” and municipal contracting laws within that state of participation. Participation is also authorized by membership and recognizing legally pre-competed contracts held and facilitated by contracting agencies with statutory authority and directive such as NJPA. NJPA operates as a national cooperative offering membership and contract benefits to all qualifying agencies under the directive and authority of Minnesota Legislature and Minnesota Statute 123A.21. A publicly elected Board of Directors governs NJPA. All bids are competitively solicited and awarded by the NJPA Board of Directors.

### **Defined Goals of the IFB**

The general intent of this IFB is to establish a national line item purchasing contract with a national manufacturer or distributor potentially representing multiple manufacturers providing a variety of equipment, products, supplies training and services surrounding **Administrative Software and Related Applications**, as used and required by all qualified NJPA members. This IFB is solicited on behalf of all current and qualified members of the NJPA to include all cities, counties, public and private education and all non- profit organizations as defined. All equipment, products, services and training are to meet or exceed all industry standards and requirements as defined, understood, established and set forth by those standards. **All responding vendors must be licensed and with the authority to sell and distribute offered products to qualified members in all states at the time of the response. Documentation, if applicable, is requested under Tab 3.** It is further the goal of the IFB to anticipate and establish specifications and expectations on behalf of the NJPA qualified members. The service and distribution area is to have the potential to serve all qualified members throughout the United States and possibly internationally. NJPA is interested in expanding service into Canada in the event Canadian membership takes place and requests are made by Canadian membership. The awarded vendor will be expected to express willingness to explore service to international NJPA qualified 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 training organized and submitted as a part of this IFB through a complete product selection in a line item format to include product description, stock number, manufacture and contract price. A catalog program defined as a “discount by category” also know as “fixed discount off category” of all available products offered by the vendor is acceptable if in the event the equipment is far to numerous to name and price individually. This IFB is also suggesting a specific selection of most commonly used products defined as a “market basket” or “hot list” of defined products be submitted in an effort to highlight the commonly purchased equipment and training. The list of products selected for the hot list must be discounted deeper than that of the catalog discount or line items and specifically named in the response by

description, manufacturer stock number, list price and “hot list” price. All “hot list” submissions must be submitted in an excel format. All product specifications submitted in the vendor(s) response are expected to meet the goals and intent of the bid and current and future **Administrative Software and Related Applications** needs of the qualified members as understood by the vendor. It is important that the products submitted are the products, supplies and equipment typically described and requested by the NJPA qualified member. Consideration will be given in the award based on the completion and degree of information provided regarding available services and advantages, as well as, applicable parts of the Vendor Information and Questionnaire. Valued added and expanded services as it relates to the IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **Administrative Software and Related Applications** and advances to provide products, supplies, equipment and services meeting and/or exceeding today’s industry standards and expectations. Award will be made by the NJPA Board of Directors on behalf of the needs of its current and qualified members. NJPA is seeking a "Prime and Exclusive Vendor" relationship to best serve the overall needs and geographic location of the NJPA members. The goal and intent of this IFB is to follow through with an operating contract, as result of this IFB and to be marketed under the National Joint Powers Alliance®. State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result. A contract issued by a cooperative organization can be used by hundreds of separate political units, but if it has the same or higher prices than what a qualified member can get through its own bid, a cooperatively bid contract makes no sense. **NJPA requests that vendors only respond to this IFB if they are able to offer expanded services and prices lower than what they would ordinarily offer on single, larger school district or cooperative bid requests and/or contracts. Signature will not restrict you from offering lower prices in the future to other high volume opportunities or from lowering prices on this contract.**

### **IFB Award Intent**

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

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

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

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

NJPA current and qualifying members. IFB award will take into consideration as a minimum response but not necessarily limited to the following:

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

### **Scope of the IFB**

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

### **Summary**

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

## **B. IFB INVITATION AND PROCEDURES**

One of the major benefits to the bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by multiple government agencies throughout the United States and Canada. Bidders responding to this IFB will prepare two paper and one electronic/digital (CD or computer disk) copies of pricing and contract services offered. NJPA will publish the IFB. Bidders will send responses to a single receiving

point of contact at NJPA. Responses will be evaluated and then recommended for approval by the NJPA Bid Review Committee. The NJPA Board of Directors will make awards to the selected bidder(s).

The procurement activities of the NJPA Bid Review Committee is limited to document preparation, answering vendor questions, advertise solicitation, distribution of the IFB upon request, conduct initial evaluation and recommendation for possible approval to NJPA Board of Directors. Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded vendor to assist NJPA and the NJPA member in this research to the benefit of all involved. After the award and contract phase, NJPA members can issue purchase orders for any amount without the necessity to prepare their own IFB, RFP or gathering of necessary quotations. This saves the NJPA members countless hours of time and allows for more economical and efficient purchasing. State laws permit or encourage cooperative purchasing contracts with the belief that better prices will result. A contract issued by NJPA can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency can get through its own bid, a cooperatively bid contract makes no sense. **NJPA requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts. Signature will not restrict you from offering lower prices in the future to others, or from lowering prices on this contract.**

### **Solicitation of IFB**

Sealed and properly identified IFBs for this project entitled “**Administrative Software and Related Applications #013006,**” will be received by Melissa Larson, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 up until the opening time at **1:00 p.m. on January 30, 2006.** The NJPA Director or Representative from the NJPA Bid Review Committee will then read said IFBs. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The IFB will be awarded within ten (10) business days of opening. **Specifications are available for pick up or mail delivery until 4:00 p.m. on January 16, 2006.** Letter of request is required to receive IFB. Send all requests to the attention of Melissa Larson to receive a copy of the IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic IFBs submissions or requests for IFBs are invalid and will not receive consideration. All IFBs must be submitted in a sealed package. The outside of the package shall plainly specify “**Administrative Software and Related Applications #013006.**” To avoid premature opening, it is the responsibility of the vendor to label the IFB properly.

### **Advertising of Solicitation**

**AS A POLICY, NJPA SHALL ADVERTISE THIS SOLICITATION FOR TWO CONSECUTIVE WEEKS IN THE MINNEAPOLIS STAR TRIBUNE. THE SOLICITATION WILL BE FED INTO A NATIONAL WIRE SERVICE BY THE MINNEAPOLIS STAR TRIBUNE. NJPA WILL NOT MAINTAIN OR COMMUNICATE TO A BIDDER’S LIST. ALL INTERESTED BIDDERS MUST RESPOND TO THE SOLICITATION AS A RESULT OF A WIRE SERVICE 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.**

### **Questions**

Submit all questions about the IFB, in writing, referencing “**Administrative Software and Related Applications #013006**” to Melissa Larson, NJPA, 200 First Street NE, Staples, MN 56479 or [melissa.larson@njpacoop.org](mailto:melissa.larson@njpacoop.org) Those not having access to the Internet may call Melissa Larson at (218)894-5482 or fax at (218)894-5495 to determine if addenda have been issued or to request copies of the questions and responses to be mailed. Requests for additional information or interpretation on Instructions to Vendors or Technical Specifications shall also be addressed to Mike Hajek. NJPA urges interested vendors to communicate all concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days ending at 4:00 p.m. CST of the seventh (7<sup>th</sup>) day prior to bid due-date cannot be answered.

## **Amendment of Bid**

A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

## **Addenda**

Addenda are written instruments issued by the NJPA that modify or interpret the vendor documents by additions, deletions, clarifications or corrections. All addenda issued by the NJPA shall become a part of the specifications and will be made part of the contract. Addenda will be mailed, delivered or faxed to all that are known by the NJPA Director of Marketing and Business Development to have received a complete set of vendor documents. Copies of addenda will be made available for inspection wherever vendor documents are on file. No addenda will be issued later than five (5) days prior to the date and time for receipt of IFBs, except an addendum withdrawing the request for IFBs or one that includes postponement of the date of receipt of IFBs. Each vendor shall ascertain prior to submitting an IFB that it has received all addenda issued, and the vendor shall acknowledge their receipt in its IFB.

## **Administrative Fees**

Vendor agrees to authorize and/or allow for contracting of administrative fees payable to NJPA in exchange for the facilitation and marketing of this contract to qualified members. Negotiated administrative fees shall be based on a percentage of the total gross dollar volume of all goods and/or services provided to and purchased by NJPA qualified members. These administrative fees will be submitted or retained in a defined period and method as determined during the contract phase. The opportunity to offer and define the specific details of these fees will be available in the questionnaire part of this IFB.

## **Awarding of Contract**

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

## **Brand Names**

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

## **Bidder Qualifications**

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers or responses to the information requested in the bid forms. Any bidder failing to provide the required documentation may be considered non-responsive. Bidders must be able to provide products and services to all qualified 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.

## **Bid Security**

Procurement Codes vary in different states. To meet the most stringent requirements that all competitive sealed bids have a bid security, a bid bond for **\$10,000.00** from an Admitted Surety (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year) is required for this IFB.

- 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 KEEP THE BASIC BID SECURITY ACTIVE FOR AS LONG AS THIS CONTRACT IS IN EFFECT WITH NJPA. THE BIDDER ALSO AGREES TO ALLOW NJPA TO RETAIN THE CASHIERS CHECK IN THE EVENT THIS IS USED TO MEET THIS REQUIREMENT.
- A CASHIERS CHECK FOR THE STATED AMOUNT IS ALSO ACCEPTABLE TO MEET THIS BID REQUIREMENT AND SHALL BE CONSIDERED EQUAL IN VALUE TO A BID SECURITY.

### **BID SECURITY PURPOSE**

THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO INSURE THAT THE AWARDED VENDOR (S) FOLLOWS THROUGH IN THE DEVELOPMENT AND ACTIVATION OF A VALID OPERATING AGREEMENT WITH NJPA AS AUTHORIZED AND SIGNED BY BOTH PARTIES. THE BID SECURITY ALSO INSURES THAT THE AWARDED VENDOR CONTINUES TO MEET THE TERMS AND CONDITIONS OF THE BID DOCUMENT AND OPERATING AGREEMENT THROUGHOUT THE TERM OF THE CONTRACT. 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.

## **Bid Submission Process**

### **Preparation of the Bid Response**

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

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.

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

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.

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

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

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

**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 the Agency 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.**

### **Performance Bond**

At the request and expense of the member, the vendor agrees to provide all performance and payment bonds required by participating members. This bond will be issued at the time a contract between the member and the vendor is executed. If the vendor fails to deliver any required performance or payment bond, then the bid security with NJPA 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 SECURED BETWEEN THE CONTRACTOR AND THE CUSTOMER/MEMBER AS REQUIRED.

### **Format of Bid Submittal**

Two (2) complete originals of the bid response shall be submitted on the forms, and in the format contained in the IFB. The bid shall contain all descriptive literature, specifications, samples, etc. Only one bid bond 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 Bond Enclosed."

All bids shall be submitted in three-ring binders. Parts of the bid, as identified herein, shall be submitted in digital format (3.5 disk or CD ROM) and placed in the left pocket of the three-ring binder.

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.)

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

### **Contents and Tabbing of Bid**

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

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

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

#### **Tab 1: Company Information and Bid Intention**

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

- Insurance Certificates

**Tab 2: Copy of Bid Terms, Conditions and Expectations**

- Copy of each page of the bid in order

**Tab 3: Vendor Qualifications**

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

**Tab 4: Cost Submittal**

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

**Tab 5: Questionnaire and Exceptions to Bid**

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

**Tab 6: Bidder's Marketing Material**

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

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

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

**Bid Transmittal**

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

**Bid Evaluation**

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

## **Bid/Vendor Responsiveness**

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible vendors whose bids are determined in writing to be the most advantageous to NJPA and its qualified members. To qualify for evaluation, a bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in vendor response, while possibly necessary in the view of the vendor, may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation will result in that vendor's bid being disqualified.

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

1. Response's conformance to terms and conditions as described in the solicitation, including documentation. Yes/No
2. Possess qualifications as a responding vendor that meet or exceed those set within the solicitation. Yes/No
3. Information from references and past performance information (PPI), including past member approval. Yes/No
4. Demonstrates that they offer the most current industry standard products and/or services. Yes/No
5. Demonstrates financial stability and a favorable banking line of credit. Yes/No
6. Demonstrates that their products and/or services proposed meet and/or exceed federal, state and industry standards established for educational 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 qualified members. Yes/No
9. Has provided documentation defining, outlining and describing the national cooperative 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 documentation required i.e. bid bond, insurance certificates, licenses and/or registration certificates required to do business nationally. Yes/No
11. Line items, in approved excel format, listing of all of the proposed products, services and warranties provisions with their associated units of costs. Yes/No

## **Cost Scoring Evaluation**

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 is necessary to make a final determination.

**Process** 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. An undetermined number and variety like 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. NJPA would evaluate the discount off category by selecting all categories and averaging all discounts to determine the best overall discount and then using the scoring below. 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

## **Overall Evaluation of Criteria**

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

manufacturer's complete line of products as relative to the IFB intent. The total evaluation points will be used as part of the final bid award determination.

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

### **Cooperative Purchasing Contracts**

The vendor agrees that all the prices, terms, warranties and benefits granted by the vendor to NJPA members through this Contract are comparable to or better than the equivalent terms being offered by the vendor to any present member meeting the same qualifications or requirements. If the vendor, during the term of this Contract, enters into arrangements with any NJPA member providing greater benefits or terms that are more favorable directly to that member, the vendor agrees to notify the NJPA of the agreement immediately. Exceptions to this would include high volume commitments.

### **Captions, Headings and Illustrations**

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.

### **Contract Type**

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

### **Certificate of Insurance**

Prior to commencing services under this contract, successful vendor shall procure and maintain during the entire life of this contract comprehensive liability insurance providing limits of not less than \$1,000,000.00 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance and tabbed under Tab 3. NJPA shall be indemnified of any and all claims. All claims shall be between the vendor and the NJPA member(s). Prior to commencing purchasing under this contract, the vendor must furnish NJPA certification from insurer(s) proving the usual and customary level of coverage specific to the industry as it applies to this IFB. The coverage is to be maintained in full effect during the term of the valid contract period. The vendor's insurance company shall issue valid certification documentation. In addition, vendor must be willing to provide, upon request, certification of insurance to any NJPA members using this contract.

### **Current Products**

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

### **Close Out Products**

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.

## **Contract Period**

This IFB is seeking a maximum five (5) year contract period made available by annual renewals from the date of authorized signatures. The periods of renewal are required at the end of each year, up to the five (5) year maximum period, as allowed by Minnesota Contract Law. 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, better pricing or better terms 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 in consideration of the vendor information.

## **Contract Termination**

Either party allows contract termination without cause with a required 60-day notice of termination. This notice is acceptable during the tenth month of any twelve-month agreement. Terminated contract shall not relieve either party of financial, product or service obligations due to any participating member or NJPA.

## **Certification**

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

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The vendor agrees to promote and offer to qualified 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.

## **Clarification**

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

## **Completed IFB**

### **A Completed IFB Must Contain the Following:**

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

## **Conditions Preceding an Award**

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

## **Correction of Vendor Documents**

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

Contract Award and Implementation

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

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

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

New and/or advanced products and services, with or without enhancements, may be added at any time by approval of NJPA provided they represent new technology or attempts to meet the expanded needs of the qualified NJPA members. NJPA request that vendors submit new additions in the form of a contract addendum. Products or services may be replaced by new technology products or new services that can meet the expanded needs or better serve the needs of the NJPA qualified members.

## **Christian Doctrine**

Any clause required by law or regulation to be included in this contract will be read as if in this contract, whether or not it is physically included.

## **Cost Reductions / Volume Price level**

The vendor agrees that the cost for any item bid on this contract will be uniform for all qualified NJPA members, including all states, and that any differences are actual freight (shipping) costs, when applicable. If the cost is lowered for any agency for any reason, the cost will be lowered at the same time for all agencies for the same reason. Exceptions may apply. An exception to this condition would be in the event the NJPA or the vendor mutually desire to or proposes to respond to a high volume opportunity using NJPA as a contract facilitation vehicle. The specific opportunity shall prescribe considerable potential volume and be understood and valued by both NJPA and the vendor to merit a lower price level. Under these circumstances, NJPA would allow lower pricing outside of the current standard contract price. Multiple responses to similar opportunities are allowed under the stated conditions within the contract period. . Price decrease adjustments are available by mutual consent by both contracted parties and must be on based market place efficiencies, market place competitiveness, volume sales of the current contract, lower cost of the same or better quality of goods/services, improved technologies and/or improved methods of delivery. Any overall contract cost reductions must be published and offered to all future qualified members. NJPA expects vendors to bid their very best prices but nothing in this contract establishes a favored member relationship between the NJPA and the vendor. High volume single commitment price reduction is allowed as mutually agreed by both NJPA and the vendor. The vendor must extend this same reduction price level in the event other NJPA qualified member make the same volume commitment. NJPA and the vendor shall mutually agree on the volume level required to justify a specific volume price level. The vendor may reserve the right to respond to any solicitation from any public procurement unit without regard to this contract in the event the opportunity is of a much higher potential volume than that of the current NJPA contract. If during the term of the contract, the vendor reduces contract prices charged to any non-NJPA qualified members for the same or similar products or services or volume, then the vendor shall make an equivalent reduction for the NJPA qualified member/member. If the NJPA verifies that the vendor is offering NJPA members lower contract prices outside this contract, then the NJPA reserves the right to cancel this contract.

## **Catalogs/Price Lists**

New price lists or catalogs may be submitted for review throughout the term of the contract. NJPA will review them to determine if the new prices or an alternative option is in the NJPA members' best interests. They shall apply to the contract only upon approval of the NJPA. New price lists or catalogs found to be offering non-contract items during the contract would be grounds for terminating the contract. 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 a discount similar to other options and 2) the option is an enhancement to the unit. No products or services may be added to avoid competitive procurement procedures. NJPA may reject any proposed addition(s), without cause.

## **Cost of Products and Services**

Prices shall not be subject to increase during each twelve-month period commencing on the IFB opening date. Any price increase adjustments during that time must be submitted to the NJPA office for consideration including a detailed explanation of the change. Special inventory reductions or time framed discounts are acceptable provided the pricing and time frame are published, NJPA is notified and an equal access process is outlined to all qualified NJPA members. Price reductions may be applied at any time during the contract as defined under "Cost Reductions." The vendor agrees that all the prices, terms, warranties and benefits granted to NJPA members through this contract are comparable to or better than the terms being offered to any present member meeting the same qualifications. If the vendor, during the term of this contract, enters into arrangements with any NJPA member providing greater benefits or terms, the vendor agrees to notify the NJPA of the agreement immediately.

## **Cost Adjustment**

Request for a contract price increase adjustment must be submitted thirty-days (30) prior to the annual renewal date. Justification for any adjustment shall be in writing and be accompanied by the appropriate documentation and signatures. New fixed prices shall apply to the contract upon approval from NJPA.

## **Operating Contract Development**

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

## **Confidential Information**

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

## **Data Privacy**

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

## **Defective Goods**

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

## **Descriptive Literature**

All responses are to include a complete set of the manufacturer's descriptive literature regarding the services and products offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify such services and products to include specific types of application and installation methods.

## **Default in One Installment to Constitute Total Breach**

Vendor shall deliver contract conforming products in each shipment and may not substitute nonconforming products. The NJPA reserves the right to declare a breach of contract if the vendor delivers nonconforming products to any member under this contract.

## **Estimated Quantities/Sales Volume**

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

## **Financing/Leasing Options**

As a part of this IFB and if applicable, NJPA is requesting vendors to submit financing options to include leasing and rental as it would apply to the defined equipment and products requested. Throughout the term of the annual contract the rate may be adjusted to reflect and indexed off like-term treasuries at an average base point(s) above index rate. NJPA anticipates specific variables will also apply to the final financing rate such as member bond rating, purchase volume and terms of the members' contract. A lease rate factor is acceptable. Label and submit this as a part of the pricing.

## **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. If NJPA authorizes vendor to collect NJPA's administrative fee through the electronic ordering system, vendor shall remit that fee to NJPA on a quarterly basis.
11. To assist with auditing, electronic ordering systems that allow NJPA to print an archived (historical) copy of a member's order is required.

## **Fungible Goods**

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

## **Hazardous Substances**

If so requested by NJPA or required by industry standards, then hazardous substances data must be provided. Each vendor may be required to submit to the NJPA a completed data safety sheet (or other acceptable data) for each item. Failure to submit this sheet upon request may result in rejection of IFB.

## **Installation**

All products and equipment shall be installed in accordance with the manufacturer's instructions and in accordance with the schedule determined by the NJPA and/or buying member.

## **Improper Delivery**

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.

## **Licenses**

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

## **Late IFBs**

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

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

## **Legal Obligations**

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

## **Marketing Requirement**

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

## **Marketing Plan**

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

## **Member Service Procedure**

The process to receive services will be defined during the contract phase. This process will establish the best practice to meet the objective of the IFB effectively.

## **Modification or Withdrawal of IFB**

An IFB may not be modified, withdrawn from or cancelled by the vendor for a period of sixty (60) days following the time and date designated for the receipt of IFBs and each vendor so agrees by submitting an IFB. Prior to the time and date designated for receipt of IFBs, any IFB submitted might be modified or withdrawn by notice to the NJPA Director of Marketing and Business Development. Such notice shall be submitted in writing or by telegram over the signature of the vendor. Written confirmation over the signature of the vendor shall be mailed and postmarked on or before the date and time set for receipt of IFBs and it shall be so worded as not to reveal the content of the original IFB. However, the original IFB shall not be physically returned to the vendor until after the official IFB opening. Withdrawn IFBs may be resubmitted up to the time designated for the receipt of the IFBs if they are then fully in conformance with the Instructions to Vendor. IFB security shall be in the amount requested in the IFB.

## **Multiple Awards**

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

## **Non-Responsive Bid**

Any bid that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive.

## **Procurement Code**

The Procurement Code in the State of Minnesota which the NJPA resides and to the extent they exist, the Procurement Rules in the State of Minnesota, including the NJPA and the NJPA Procurement Rules, are a part of this document as if fully set forth herein.

## **Past Performance Information**

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

## **Protests**

Protests shall be filed with the NJPA's Director of Marketing and Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of solicitation must be received at NJPA before the solicitation opening date. A protest of an award or proposed award must be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by contract number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief requested.

## **Product Line**

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

## **Public Record**

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

## **QUESTIONNAIRE**

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

## **Qualified Membership**

This contract must be available to all current and qualified members of the NJPA to include all cities, counties, public and private education and all non- profit organizations as defined.

## **Restrictions**

Some specific state sales restrictions **may** apply . Details available upon request.

## **Rejection of IFBs**

The NJPA shall reserve the right to reject any or all IFBs. NJPA also reserves the right to reject an IFB not accompanied by required IFB security, other data required by the vendor documents or an incomplete or irregular IFB. The NJPA shall reject all IFBs where there has been collusion among the vendors.

## **Restocking Fees**

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

## **Reports**

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

## **Sales Tax**

Sales tax, where applicable, shall not be included in the prices quoted.

## **Shipping Costs**

Shipping program must be defined and tabbed under Tab 4 as a part of the cost of goods. Products may be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. Shipping schedule is requested based on the geographic area served. No shipping charges that are a percentage of the price of

the product may be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within thirty-days (30) of receipt of the purchase order. The vendor shall list any exceptions.

### **Shipping Errors**

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

### **Substitutions**

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

### **Trade-In Equipment**

Equipment for trade-in shall be transacted between the vendor and the NJPA member in all cases when applicable. Values placed on trade-in products are between the NJPA member and the vendor.

### **Vendor Acceptance Period**

In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety days after official opening date and time.

### **Waiver of Bid Formalities**

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.

### **Warranty**

The vendor warrants that all products, equipment, supplies and services delivered under this contract shall conform to the specifications required by all NJPA qualified members. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes parts and labor. The vendor has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and excepted by industry standards. Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any extended manufacturer's warranty will be passed on to the NJPA member. Non-manufacturing responding vendors are not responsible beyond the manufacturer's warranty, to the extent assignable.

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

### **Advertising**

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

### **Applicable Law**

The laws of the State of Minnesota shall govern this contract. Any claims pertaining to this contract that develop between NJPA and the vendor may be brought forth only in courts in Todd County located in the State of Minnesota where NJPA is located. Awarded vendor(s) agree that the Uniform Commercial Code, as adopted by the State of

Minnesota, shall apply. Vendor(s) shall comply with all state laws, whether local, state, federal, tribal or otherwise applicable to any aspect of the NJPA purchase in relation to the contract and applicable to each individual state law where the purchase takes place. It shall be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Any adjustments or exceptions to this definition may be specifically clarified in the contract phase. Any claims between the NJPA member and the vendor are to be brought forth in the county and state of the awarded vendor.

### **Assignment**

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

### **Audits**

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.

### **Authority**

This solicitation, as well as any resultant agreement, is issued under the general authority of the State laws of the NJPA (see Procurement Code). In addition, any relevant School District Procurement Rules published by the State Board of Education are considered part of this contract. 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.

### **Cancellation- Performance and Compliance**

NJPA reserves the right to cancel the whole or any part of this contract due to failure by the vendor to carry out any obligation, term or condition. The NJPA will provide written notice to the vendor for acting or failing to act in any of the following:

- The vendor provides material that does not meet the specifications;
- The vendor fails to adequately perform the services set forth in the specifications of the contract;
- 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;
- The vendor fails to observe any of the terms and conditions of the contract; and/or,
- The vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the vendor in the operating contract.

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 correct the problem(s).

**Step 2:** Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.

**Step 3:** Issue letter to cancel contract for cause.

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 adequately address all issues of concern may result in contract cancellation.

Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the contract immediately, 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. Vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for purchases in progress and accepted before the effective date of the cancellation.

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

### **Credit limit**

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

### **Disbarment and Suspension**

By vendor signature accepting Terms and Conditions, it is certified on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any State or Federal Agency within the last five (5) years.

### **Discontinued Products**

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 to the discontinued product, model or service. The NJPA member shall have the final decision to accept the suggested substitution.

### **Federal Requirements**

Vendor agrees to comply with all federal requirements as applicable to this IFB and resulting contract sales.

### **Force Majeure**

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 in writing of such delay within forty-eight (48) hours.

### **Gratuities**

NJPA may cancel this contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the vendor or any agent or representative of the vendor, to any employee of the

NJPA with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals 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.

### **Indemnification**

Vendor shall indemnify, defend and save harmless the NJPA from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the NJPA on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of contractors, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this agreement or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the NJPA or its employees.

### **Legal Remedies**

All claims and controversies shall be subject to the Procurement Code of the State of Minnesota in which the NJPA resides.

### **Liens**

All products contracted shall be free of all liens.

### **Money**

All transactions are payable in U.S. currency on U.S. sales. Canadian funds are acceptable when sales take place in Canada. All administrative fees are to be paid in U.S. currency.

### **Nonexclusive Contract**

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.

### **Novation**

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. NJPA reserves the right to accept or reject the new party. A simple change of name agreement will not change the contractual obligations of the contractor.

### **Overcharges by Antitrust Violations**

NJPA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the vendor hereby assigns to the NJPA any claims for such overcharges as to the goods or services used to fulfill the contract.

### **Parole Evidence**

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

## **Patent and Copyright Infringement**

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

To the extent that the manufacturer indemnifies and defends the awarded vendor, the vendor agrees to defend, indemnify and hold harmless NJPA from and against all claims, demands, proceedings, causes of action, liability, losses, damages and expenses (including, without limitation, attorneys' fees, court fees and/or alternate dispute resolution costs) arising out of any actual or alleged infringement of any patent, trademark, trade name, copyright, trade secret or other proprietary right of a third party in connection with the products purchased under the Agreement.

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

## **Provisions Required By Law**

Every provision and clause required by law to be in the contract will be read and enforced as though it were included herein and if any such provision or clause is not inserted or is incorrectly inserted, then upon application of either party the contract will forthwith be physically amended to make such insertion or correction.

## **Qualified member/customer**

This contract must be available to all current and qualified members of the NJPA to include all cities, counties, public and private education and all non-profit organizations as defined.

## **Right to Assurance**

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 within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## **Safety Standards**

All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards and any other applicable safety codes.

## **Serial Numbers and New Products Only**

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

## **Severability**

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

## **Suspension or Debarment Status**

If within the past five (5) years, any firm, business, person or vendor submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the

cancellation of any contract. By signing the bid section, the vendor certifies that no current suspension or debarment exists.

### **Title and Risk of Loss**

The title and risk of loss of material or service shall not pass to the procurement unit purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

### **Terms and Conditions**

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

### **Vendor Contact**

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.

### **Violation and Conflict Termination**

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.

## **D. SPECIFICATIONS REQUEST AND BID RESPONSE EXPECTATIONS**

### **Requested Specifications Guidelines**

This solicitation enables a vendor to respond with solutions to satisfy the current and future needs and requirements set forth and traditionally defined and requested by the specific industry and NJPA qualifying members with regard to **Administrative Software and Related Applications**, 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 qualified member. Any vendor who believes this IFB is unnecessarily restrictive and submits a bid must indicate such in his/her response. The fact that a manufacturer or supplier chooses not to produce or provide equipment, products or services to meet the intent of this IFB will not be considered sufficient cause to adjudge this IFB as restrictive. Vendors shall offer equipment, supplies and/or services, which they believe come closest to meeting the qualified members' needs and general and customary specifications. If the vendor deviates from these specifications, reasons why, in their opinion, the equipment, supplies

and/or services they offer will render equivalent reliability, coverage, performance and/or service must be stated. Failure to detail all deviations may comprise sufficient grounds for rejection of the entire bid.

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

### **Minimum Requirements**

Minimum requirements requested in this IFB are defined as the a variety of products and equipment and training necessary to meet and or exceed the needs of the NJPA current and qualified 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.

### **Hot List/Market Basket**

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

### **Line Item Response**

NJPA is requesting a complete inventory of selection of the available equipment as provided by the responding vendor as it relates to this IFB. The IFB is requesting a line item response of products, equipment and services and training. This will allow our bid review committee and ultimately members to easily determine the cost of goods and services, as well as, select products and services off a menu formatted listing. All line items must be numbered, organized, sectioned and easily understood by the bid review committee and members. Line items are to be submitted electronically in Excel format and are to include manufacturer description, stock number, list price, contract price, and indication as a selected "hot list" item. Vendors must provide a line item written description response to services submitted and related pricing. This written response can be a part of the line item section. This IFB is an "Indefinite Quantity Unit Price Request" with potential national sales. You are agreeing to provide each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be provided in hard copy tabbed and organized under Tab 4 and copied on a CD along with other requested information as a part of this IFB.

### **Catalog Discount Off Category**

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

## **Value Added services**

Valued added and expanded services as it relates to the IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **Administrative Software and Related Applications** 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 sales, ordering, delivery, performance, maintenance, service and training.

## E.

## VENDOR QUESTIONNAIRE

### Form A

Vendor Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

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

1. Supply an organizational chart of the work force structure that will support the contract.
2. Indicate your full time field representative(s) for each state applicable to this IFB.
3. Supply a reference list of at least three (3) NJPA-type members giving a performance review. Please include the member's name, contact, and phone number.
4. Provide documentation to verify manufacturer's product warranty protection.
5. Provide documentation indicating the total dollar volume of your sales for the last three (3) fiscal years.
6. Indicate the number of years your company has been in the **Administrative Software and Related Applications** business.
7. Provide names and addresses of the top five (5) governmental or school members and dollar volumes.
8. Indicate your company's multiple manufactured lines of products.
9. Provide documentation showing your company's status.
10. Briefly describe the variety of manufactured products and services you are offering to NJPA members.
11. Describe your ability and willingness to service members throughout the entire United States and Canada.
12. Describe the service area to which you cannot or would not consider providing your products and services.
13. Provide an executive summary of your company.
14. Describe your customized marketing program strategy to promote the contracted products and services.
15. Describe your marketing material promoting this type of partnership and contract opportunity.
16. Explain your and (how you see) NJPA's marketing role and for this type of contract and partnership.
17. Are you willing to provide a custom cooperative program of products/services through the NJPA contract at a lower price or better value than our members can obtain directly, through other similar buying groups or because of contract efforts of their own? Describe.
18. Are you willing to allow for an administrative fee in exchange for contract facilitation and marketing?
19. Will your company offer and promote the NJPA contract and discounted pricing to **all** available members?
20. Describe your member service process and procedure.
21. Do you have the ability to offer advanced technology with regard to member service? Describe.
22. What additional valued added options or program advantages do you offer?
23. List and provide documentation regarding recent industry standard awards and recognition.
24. Describe any multiple levels of service available as options for members.
25. Describe your internet use to provide marketing and product awareness services.
26. Briefly describe your goal for this bid award and contract.
27. As an important part of the evaluation of your offer, you must indicate the level of support you are offering. *A bid will be determined to be non-responsive if this question is unanswered.* Check either line a, b or c.  
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.
28. Do you offer quantity or volume discounts? \_\_\_\_ YES \_\_\_\_ NO Outline guidelines and program.
29. Describe your shipping, exchange and return program(s) and policy(s).
30. Are you able to submit a line item response of equipment and services?

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

## **F. RESPONDING COMPANY INFORMATION**

### **Form B**

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

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

### **VENDOR INFORMATION REQUEST**

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

### **COMPANY PERSONNEL CONTACTS**

Contract Manager: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Manager: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Member Service Manager: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## **G. OVERALL EVALUATION AND CRITERIA**

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

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

|  | <b>1000 Maximum Available Points</b> | <b>Points Acquired</b> |
|--|--------------------------------------|------------------------|
| Conformance to terms and conditions, to include documentation  | 25                                   |                        |
| Competitive pricing line items, to include cost evaluation rating  | 400                                  |                        |
| Qualifications as a responding vendor  | 25                                   |                        |
| References and past performance information (PPI), to include past member approval   | 25                                   |                        |
| Selection of current products and the variety of 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 success and reputation  | 100                                  |                        |
| Ability to sell and service qualified 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 a national cooperative marketing program to be facilitated in cooperation with NJPA to promote contract                       | 25                                   |                        |
| <b>Total Points</b>  | 1000                                 |                        |





**J.**

**Form D**

**IFB,  
ACCEPTANCE OF BID  
And  
BID AWARD  
IFB #013006**

*Bid, Acceptance of Bid and Contract Award*

**Administrative Software and Related Applications**

Bid to be Completed Only by Vendor

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

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

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

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

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

Authorized Signature (ink only): \_\_\_\_\_

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

Your bid is hereby accepted and awarded. As an awarded vendor, you are now bound to sell the equipment, materials and services listed by the attached bid including all terms, conditions, specifications and amendments as set forth in the IFB and confirmed by the operating contract entered into with NJPA. As the vendor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until vendor receives an executed contract from the NJPA. The parties intend this contract to constitute the final and complete agreement between the NJPA and the awarded vendor and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of the operating contract shall be valid unless it shall be in writing and signed by both parties of the contract. If any provision of the contract is deemed invalid or illegal by any appropriate court of law, the remainder of the contract shall not be affected thereby. The term of the agreement shall commence on the signing of both parties of the contract based on the IFB response and continue through the contract period, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended annually, up to five (5) years, as allowed by Minnesota Law.

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

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

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

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

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

Awarded this \_\_\_\_\_ th day of \_\_\_\_\_ **Contract Number #013006**

## **K. VENDOR ASSURANCE OF COMPLIANCE**

### **Form E**

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

#### **AFFIDAVIT**

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn on his/her oath, states to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, with any official of the NJPA, any employee thereof or any person, firm or corporation under contract with the NJPA whereby the bidder, in order to induce the acceptance of the foregoing bid by the NJPA, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatsoever and that the bidder has not, directly nor indirectly, entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, the bidder, nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his/her behalf has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that, if awarded a contract, the bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of IFB, vendor offered specifications and other documents of this solicitation.
6. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, purchase orders or forms for qualified members per IFB, only new, unused and first quality products and services to designated qualified members.
7. The vendor has carefully checked the accuracy of all items and listed total price per item in this IFB. In addition, the vendor accepts all general terms and conditions of the IFB, including all responsibilities of commitment and delivery of services as outlined.
8. Accompanying this IFB is security for \$10,000.00, the same being subject for forfeiture in the event of default by the undersigned.
9. In submitting this IFB, it is understood that the right is reserved by the NJPA to reject any or all IFBs and it is agreed that this IFB may not be withdrawn during a period of 90 days from the time of the opening date.

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

Contact Person for Questions: \_\_\_\_\_ Phone: \_\_\_\_\_

(Must be individual who is responsible for filling out this IFB form)

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

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

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

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

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

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

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

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ th 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. *Vendors not listed in A above recommended for NO contracts with reasons for recommendation:*

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

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

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