

National Joint Powers Alliance® Invitation For Bids (IFB)

INVITATION FOR BIDS **BENEFIT BROKER/CONSULTANT**

IFB Opening

April 7, 2009

2:00 p.m.

At the offices of the

National Joint Powers Alliance®

200 First Street Northeast, Staples, MN 56479

IFB # 040709

The National Joint Powers Alliance® (NJPA) issues this Invitation For Bids (IFB) to provide BROKERAGE SERVICES, ANALYSIS, EVALUATION AND MARKETING OF ANCILLIARY LINES OF INSURANCE COVERAGE to NJPA and NJPA MEMBERS nationally and internationally (including but not limited to Group Life, Accidental Death and Dismemberment Long Term Disability, Short Term Disability, Voluntary Dental and Voluntary Vision, Travel Accident, Long Term Care). Specifications and details of this IFP are available until March 23, 2009 and may be obtained by letter of request to the NJPA Attention Gregg Meierhofer, 200 First Street Northeast, Staples, MN 56479, or e-mail at ifb@njpacoop.org. Sealed proposals will be received until April 7, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

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

IFP and Contract Timeline

March 9, 2009 and

March 16, 2009

March 23, 2009

April 7, 2009

2: 00 p. m.

April 10, 2009

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

Direct questions regarding this IFB to:

Laura Dwyer at laura.dwyer@njpacoop.org 218-894-5470

David Jessop at david.jessop@njpacoop.org (218)894-5461

IFB Procedures offers the methods for submitting questions.

1. ABOUT THE NATIONAL JOINT POWERS ALLIANCE® (NJPA)

1.1 Who We Are: The National Joint Powers Alliance® is a Government Service Cooperative Created by Minnesota Statute §123A.21 with the directive and commitment to “...assist in meeting specific needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves.” Eligible membership includes cities, counties, governmental agencies, both public and private educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute allows for membership of agencies both in Minnesota and in all other states.

1.2 What we do: Among other things, Minnesota Statute §123A.21 specifically suggests “...(19) fiscal services and risk management programs” as programs and services which may be needed by NJPA Members.

1.3 Invitation For Bid (IFB): In partial fulfillment of our directives NJPA brings this IFB on behalf of, and for the sole benefit of, NJPA and NJPA Members in the procurement of BENEFIT/BROKER SERVICES IN THE ACQUISITION OF ANCILLARY LINES, (nationally and internationally including but not limited to Group Life, Accidental Death and Dismemberment Long Term Disability, Short Term Disability, Voluntary Dental and Voluntary Vision, Travel Accident, Long Term Care) OF INSURANCE COVERAGE.

2. SCOPE OF IFB :

2.1 Benefit Broker/Consultant Services: Services shall consist of the following factors:

2.1.1 Provision of a process resulting in a competitively bid procurement contract for the acquisition of ANCILLARY LINES OF INSURANCE COVERAGE by NJPA and NJPA Members.

2.1.1.1 Bidder will detail its competitive bidding process and its compliance with all applicable Laws, Regulations, and Rules.

2.1.2 Provision of nationwide marketing for the above competitively bid procurement contract:

2.1.2.1 Bidder must identify an agent network, its individual agents, and the Bidder’s relationship with that agent network; and

2.1.2.2 Bidder must provide an evaluation of the ANCILLARY LINES OF INSURANCE COVERAGE; and

2.1.2.3 Bidder must identify any unique characteristics of their IFB and the anticipated contract resulting from that IFB which are pertinent to NJPA and NJPA Members.

2.1.3 Other factors deemed appropriate by the Bid Evaluation Committee.

2.2 Ancillary Lines of Insurance Coverage: Ancillary Lines of Insurance Coverage are those lines of life related insurance coverage typically offered by employers on a fully or partially funded basis; or on a voluntary basis to the employer’s employees. Ancillary Lines of Insurance Coverage can include, however should not be limited to; Group Life, Long and Short Term Disability, Voluntary Dental, and Voluntary Vision coverage.

2.3 Most Effective Bid Package: Bids received will be evaluated for their perceived effectiveness using the following factors:

2.3.1 Price: Price or pricing discounts as an evaluation factor consists of the price bid per unit of coverage or applicable discounts of current pricing.

2.3.2 Industry Standards: Industry Standards as an evaluation factor consists of the perceived use of, or well documented deviation from, industry standards in communicating the Bidder’s response.

2.3.3 Simplicity: Simplicity as an evaluation factor consists of the perceived simplicity with which other factors in the evaluation process are communicated in the Bidder’s Response.

2.3.4 Marketing Plan: The Marketing Plan as an evaluation factor consists of the perceived embracement demonstrated in the Bidder’s response in identifying an “Internal” marketing plan (marketing within the Bidder’s organization) as well as an “External” marketing plan (marketing to NJPA and NJPA Members) on a local, national, and international basis.

2.3.5 Value Added Attributes: Value added attributes are non-price, non product/service attributes which may bring additional value to NJPA or NJPA Members. Examples may include exhibit booths at local and national events and participation in health fairs.

2.3.6 Website Development: Website development should include a co-branded webpage with a hyperlink to the NJPA site. Also included in the aforementioned site is an Adobe PDF fillable form that

contains the required information needed to initiate a quote.

2.3.7 Other Factors: Other Factors which become evident during the evaluation process of bids received as identified by the NJPA Evaluation Team.

2.4 Proposed Contract Term: NJPA requests proposals for a contract providing BROKERAGE SERVICES IN THE ACQUISITION OF ANCILLARY LINES OF INSURANCE COVERAGE for a term of four (4) years subject to annual renewals at the option of both parties to the contract.

2.5 Pricing Commitment Period: Price, rates, or discounts may be annual or for an extended period of time.

2.6 Price adjustments: Price, rates or discount adjustments may be requested on each renewal with 120 day advance notice of the change. NJPA reserves the right to negotiate these changes.

3. REQUIREMENTS OF BID:

3.1 Pricing:

3.1.1 Format: The format for pricing, rates or discounts will be left to the discretion of the Bidder.

3.1.2 Fixed Period: Price, rates or discounts quoted shall be fixed for a minimum period of one year. Multiple year prices, rates or discounts are requested.

3.1.3 Currency: Prices or rates quoted shall be quoted in US Dollars.

3.1.4 Administrative Fees: Administrative Fees in the amount of 2% of premiums paid for policies originated as a result of a Contract resulting from this IFB will be paid to NJPA. Administration Fees will be due to NJPA within 30 days of the end of each calendar month during the contract period.

3.2 Bid Submission

3.2.1 Number of copies: Two complete copies of the entire bid submission must be supplied (both written and electronic).

3.2.2 Sealed Bid: Bids must be received by NJPA sealed with the packaging properly labeled as a "Sealed Bid" and identifying the bid number and the bid opening date.

3.2.3 Format for Bid Submission:

3.2.3.1 Written Bid Submission: Written bid submissions must be organized in a three ringed binder and tabbed in the following sections.

Inside of front cover:

- Fully executed original documents Forms A&B.
- Electronic Bid Submission CD-ROM.

Tab #1 Bidder's General Information:

- The complete legal name and address of the Bidder
- The primary contact person or persons within Bidder's organization responsible for creation and delivery of Bidder's bid submission.
- A brief overview and history of Bidder's organization and management as it relates to this IFB.

Tab #2 The Invitation For Bid

- A copy of each page of the Invitation For Bid in order.

Tab #3 Bidder's Financial/Rating Information

- Bidder's Dunn and Bradstreet report
- Bidder's industry ratings from recognized various rating agencies.
- Bidder's licenses to conduct insurance business in each state of the United States.
- Bidder's statement of assurance regarding appropriate licensure of all authorized agents for Bidder.

Tab #4 Price Submittal

- Identify the Products and Services being bid and the specific pricing, rates or discounts

for those products and services.

- Identify any Value Added Attributes to be delivered.

Tab #5 Marketing Plan

- Identify the geographic area you propose to serve with a Contract resulting from this IFB.
- Identify your Internal Marketing Plan as described herein.
- Identify your External Marketing Plan as described herein.
- Identify your customer service and support plan to support products and services delivered through a Contract resulting from this IFB.
- Current number of Public Sector clients.
- Experience in designing and implementing Public Sector Ancillary Lines.
- Provide at least 5 references from Public Sector Clients, contact person and phone number.

Tab #6 Exceptions to Terms and Conditions

- Identify all exceptions to the Terms and Conditions of this IFB.

3.2.3.2 Electronic Bid Submission: The electronic bid submission should contain all of the materials provided in the written bid submission on a CD-ROM in common programming formats and in a nested file format.

3.2.3.2.1 Common Programming Formats: Common programming formats include the Microsoft suite of office programs and the Adobe products.

3.2.3.2.2 Nested File Format: Your entire response should be contained in a folder properly labeled. Nested inside of that folder should be properly labeled folders for each tab of your bid submission. Inside of each “Tab” folder should be appropriately labeled documents or additional folders.

3.2.4 Deadline for submission of Bids: Bidders are solely responsible for delivering their bids to the location identified AND on or before the time specified in this IFB.

3.3 Licensure-Bidder: Bidder and appropriate representatives of Bidder must carry all required licenses to conduct the business proposed in each jurisdiction proposed.

3.4 Licensure-NJPA: NJPA agrees to maintain appropriate licensure necessary to receive the Administrative Fees contemplated herein.

3.5 Commitment to Contract: Submission of a bid response to this IFB is a firm offer to contract for the goods and services identified in this IFB and in the Bidder’s response. The Bidder’s response shall be irrevocable for 90 days following the public opening of that bid.

3.6 Provisions required by law: Bidder agrees that in the performance of a Contract resulting from this IFB, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

3.7 Sole Source of Responsibility: Any third parties engaged in the delivery of value under a Contract resulting from this IFB shall be considered sub-contractors of an Awarded Contractor and be the sole responsibility of an Awarded Contractor.

4. MARKETING PLAN

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

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

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

4.1.2.1 Identify whether your feet-on-the-street sales force are employees or independent contractors.

4.1.3 Identify your plan for delivering training to these individuals.

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

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

4.1.4 Identify your personnel involved in training.

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

4.1.4.2 Your personnel will be needed to provide training regarding 1) employee compensation when using the Contract Opportunity, and internal procedures for delivering and tracking activity regarding the Contract opportunity, and 3) how this Contract purchasing opportunity relates with other such opportunities available. Please give us an insight as to the content of this training.

4.2 External Marketing Plan: Please provide an overview of your proposed systems and materials for marketing the proposed products and services to NJPA and NJPA Members. Examples of such could include:

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

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

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

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

5. GENERAL TERMS, CONDITIONS AND AGREEMENTS

5.1 Submitting your Bid:

5.1.1 Questions: Bidders must submit all questions regarding this IFB, in writing, referencing "BROKERAGE SERVICES IN THE ACQUISITION OF ANCILLARY LINES OF INSURANCE COVERAGE" to Laura Dwyer, NJPA, 200 First Street NE, Staples, MN 56479 or ifb@njpacoop.org. Those not having access to the Internet may call Laura Dwyer at (218) 894-5470 or fax at (218) 894-5471 to determine if addenda have been issued or to request copies of the questions and responses to be mailed. NJPA urges interested Responders to communicate all concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days prior to the deadline for submittals of proposals cannot be answered.

5.1.2 Addenda to this IFB: Addenda are written instruments issued by the NJPA that modify or interpret the vendor documents by additions, deletions, clarifications or corrections. All addenda issued by the NJPA shall become a part of the specifications and will be made part of the contract. Addenda will be delivered to all who have requested IFB material using the same method of delivery of the original IFB material. NJPA accepts no liability for the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Bids" and from the NJPA

offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the invitation for bids or one that includes postponement of the date of receipt of proposals. 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 proposal.

5.1.3 Amendment of a submitted proposal: An amendment to a submitted proposal must be in writing and delivered to NJPA no later than that time specified for opening of all bids.

5.1.4 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.

5.1.5 Data Privacy: Responder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information they may encounter in carrying out the activities proposed herein. Vendor agrees to hold the NJPA harmless from unlawful disclosure and/or use of private/confidential information.

5.1.6 Late Proposals: Proposals received after the deadline for submission of proposals will be invalid and treated as though unopened.

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

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

5.2 Evaluation of Bids:

5.2.1 Waiver of informalities: NJPA reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in NJPA discretion is deemed to be in the best interest of its members.

5.2.2 Past Performance Information (PPI): PPI known by NJPA is relevant information regarding evaluation of bids received.

5.3 Post-Award Issues:

5.3.1 Facilitation of NJPA Membership: In the event an Approved Vendor resulting from this IFB encounters an organization qualified for NJPA membership whom has not become an NJPA Member, that Awarded Vendor will be responsible to facilitate membership to the best of their ability prior to delivering value pursuant to a Contract resulting from this IFB.

5.3.2 Contract Termination: Either party to a Contract resulting from this IFB may execute contract termination without cause with a thirty (30) day written notice of termination with the exception of the "Commitment to Contract" period herein.

5.3.3 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.

5.3.4 Protests: Protests of this IFB shall be filed with the NJPA's Coordinator of Bids and Contracts and with the Director of Business Development and shall be resolved in accordance with appropriate Minnesota Statute. 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:

- a. The name, address and telephone number of the protester;
- b. The original signature of the protester or its representative;
- c. Identification of the solicitation by contract number;
- d. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief requested.
- e. A good faith fee of \$1,000 payable to NJPA will accompany the formal protest. If the protest is found to be groundless by the NJPA the fee will be forfeited to NJPA. Any protest review and action will be considered final with no further formalities being considered.

5.3.5 Applicable Law: The laws of the State of Minnesota shall govern this contract. Any claims pertaining to this IFB and any resulting 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.

5.3.6 Assignment: No right or interest in this contract shall be assigned or transferred by the Responder without prior written permission by the NJPA.

5.3.7 Gratuities: Gratuities, in the form of entertainment, gifts or otherwise, offered or given by the Responder or any agent or representative of the Responder, to any employee of the NJPA deemed to be excessive and given with a view toward securing a contract or with respect to the performance of this contract are prohibited. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the NJPA for demonstration, evaluation or loan purposes are not considered gratuities.

5.3.8 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. Waiver of any right contained herein does not constitute waiver of all rights or the ability of a party to any future demand for performance.

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

5.3.10 Relationship of Parties: No Contract resulting from this IFB shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this IFB, neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

5.3.11 Entire Agreement: The "Contract" resulting from this IFB shall be the cumulative set of documents including 1) this IFB, 2) the entire Bidder's response to this IFB, and the Acceptance and award (Form A attached hereto) and shall be considered the entire agreement between the parties. Any addendums or amendments to this "Contract" must be in written form.

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

5.3.13 Audits: During the term of any Contract resulting from this IFB Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

5.3.14 Subsequent Agreements:

5.3.14.1 Purchase Order- Purchase Orders for goods and services in various forms may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors acting as agent for Vendor pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this IFB.

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

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

*Bid Offering and
Acceptance and Award
IFB 040709*

Bid, Acceptance of Bid and Contract Award

BROKERAGE SERVICES IN THE ACQUISITIOIN OF ANCILLARY LINES OF INSURANCE COVERAGE

Bid to be Completed Only by Vendor

In compliance with the Invitation for bid (IFB) for BROKERAGE SERVICES IN THE ACQUISITIOIN OF ANCILLARY LINES OF INSURANCE COVERAGE, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____

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

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. NJPA will now offer to establish a Vendor Agreement with you. The Vendor Agreement will serve to further define the terms and conditions and administrative fees of this Contract and the responsibilities relating to marketing, order processing, and reporting. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall bind any of the parties hereto. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____

Title: _____

NJPA Authorized signature: _____

Title: _____

Awarded this _____ day of _____ Contract Number # **040709**

VENDOR ASSURANCE OF COMPLIANCE

AFFIDAVIT

The Affiant signed below certifies:

1. **Authorization:** The individual executing on behalf of the Bidder represents they are duly authorized to represent and encumber bidder in the Contract contemplated herein; and
2. **Self Dealing and Collusion:** 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.
3. **Deceptive Show of Competition:** 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.
4. **Suspension or Disbarment:** Neither Affiant, the bidder, nor, to the best of my knowledge, nor any officer, director, partner, member or associate of the bidder, or any of their employees have been the subject of a suspension or disbarment action, convicted of false pretenses, 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.
5. **Review:** 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.
6. **Commitment for Delivery:** If awarded a contract, the bidder will provide the products, and/or services to NJPA and NJPA Members in accordance with the terms, conditions, scope of IFB, vendor offered specifications and other documents of this solicitation.
7. **Right to Reject any or all Bids:** The Affiant understands NJPA's right to reject any an all bids. And
8. **Commitment Period:** The Affiant understands their bid response is non-cancelable for a period of 90 days following the deadline for submittal of bids.

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: _____

Affiant's Signature: _____

Affiant's Name (typed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____